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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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June 7, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive, sole source** agreements with the vendors listed below for the provision of Regional Public Health Network (RPHN) services, statewide, in an amount not to exceed $8,229,597, effective **retroactive** to April 1, 2019 upon Governor and Executive Council approval through June 30, 2021. 85.76% Federal Funds, 14.24% General Funds.

Vendor Name	Vendor Number	Region	Contract Amount
City of Manchester	177433	Greater Manchester	$1,017,636
County of Cheshire	177372	Greater Mondanock	$600,792
Granite United Way	160015	Concord, Carroll County and South Central	$1,959,602
Greater Seacoast Community Health	154703	Strafford County	$656,688
Lakes Region Partnership for Public Health	165635	Winnipesaukee	$647,016
Lamprey Health Care	177677	Seacoast	$707,687
Mary Hitchcock Memorial Hospital	177160	Greater Sullivan and Upper Valley	$1,331,636
Mid-State Health Center	158055	Central NH	$649,802
North Country Health Consortium	158557	North Country	$658,738
		Total:	**$8,229,597**

Funding for this request is available in State Fiscal Year 2019 and is anticipated to be available in State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

Please See Attached Fiscal Details

EXPLANATION

This request is **retroactive** because the Department of Health and Human Services has declared a public health incident in order to respond to the current statewide outbreak of Hepatitis A. The Regional Public Health Networks were immediately activated to assist in this response and have begun conducting vaccination clinics to at-risk populations. An amount of $110,000 is being requested to support these activities during State Fiscal Year 2019.

This request is **sole source** because the current vendors have successfully met performance measures under the current agreement. The Department is seeking new agreements to continue services. The scope of work has been modified since the original Request for Proposals for State Fiscal Year 2018. These modifications are to meet the requirements to the federal grantors and to meet the public health needs. The Department is submitting nine (9) of ten (10) agreements. The remaining agreement with the City of Nashua will be submitted at a future Governor and Executive Council meeting.

The purpose of the agreements is to provide regional public health emergency preparedness, substance misuse prevention and substance use disorders continuum of care services, school-based seasonal influenza clinics, childhood lead poisoning prevention services, climate and health prevention services, Hepatitis A response services, and to host a Public Health Advisory Council to coordinate other public health services, statewide. Each Public Health Network site serves a defined Public Health Region with every municipality in the state assigned to a region, thereby ensuring statewide Public Health Network services.

The Regional Public Health Advisory Council engages senior-level leaders from throughout each region to serve in an advisory capacity over the services funded through these agreements. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Council will expand this function to other public health and substance use related services funded by the Department. These functions are being implemented to identify strategies that can be implemented within each region to address childhood lead poisoning and to mitigate the potential health risks from climate, such as increases in ticks that spread disease. The goal is for the Regional Public Health Advisory Council to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance use related activities occurring in their region.

The vendors will lead coordinated efforts with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. These regional activities are integral to the State's capacity to respond to public health emergencies and are being utilized for the Hepatitis A response.

According to the 2012-2013 National Survey on Drug Use and Health, the most recent data available demonstrates that 49% of NH's 18-25 year olds reported binge drinking in the past 30 days. This rate is the third highest in the country and much higher than the national average of 38.7%. For pain reliever abuse, 10.5% of NH young adults reported this behavior in the past year, and 10% of young adults reported illicit drug use other than marijuana. This last prevalence indicator is important for several reasons. First, it is the most accessible data point relative to young adult opioid use because the illicit drug use indicator includes opioids. Secondly, NH's rate of 10% for 18-25 year olds reporting regular illicit drug use is the highest in the country and is 1.5 percentage points higher than the next closest state (Rhode Island, 8.6%) and higher than the national average of 6.9%. Furthermore, there were five times greater the number of heroin-related deaths in NH in 2014 than there were in 2008. Heroin-related Emergency Department visits and administrations of naloxone to prevent death from an overdose have also multiplied exponentially in the last two years. Consequently, alcohol and drug misuse cost NH more than $1.84 billion in 2012 in lost productivity and earnings, increased expenditures for healthcare, and public safety costs. In addition to economic costs, substance misuse impacts and is influenced by poor mental health. From 2007 to 2011, suicide among those aged 10-24 was the second leading cause of death for NH compared to the third leading cause nationally.

In NH, youth have rates of substance use significantly higher than the national average and the other northeast (NE) states as demonstrated in Table 2.

Table 2: NH Substance Use Disorder Higher than National Average

18-25 year olds	NH	NE	US	Significant differences
Binge Drinking	49.0%	43.0%	38.7%	NH Higher than NE and US
Marijuana Use	27.8%	21.0%	18.9%	NH Higher than NE and US
Nonmedical use of pain relievers	10.5%	8.6%	9.5%	No significant difference
Dependent/abusing alcohol or illicit drugs	23.7%	19.1%	18.1%	NH Higher than NE and US

Youth and families across NH describe having little access to services and supports for Substance Use Disorder in NH. In fact, according to the National Survey on Drug Use and Health, NH ranks worst among the states in percentage of 18-25 year olds "needing but not receiving treatment" for alcohol or illicit drug use and is also among the bottom states for 12-17 year olds. Additionally, among 12-20 year olds, NH ranks highest and above the overall national average in both underage alcohol use in past month (NH: 35.72%, US: 23.52%) and underage binge alcohol use in past month (NH: 23.21%, US: 14.75%).

Coordination of community based services in the realms of public health and substance use disorders has become a necessity as an increase in the need for services is faced with a reduction in services that are available.

Eight Regional Public Health Networks will also conduct seasonal influenza clinics in local primary and secondary schools to increase access to vaccination. In State Fiscal Year 2019, almost 7,000 children were vaccinated through this effort.

Should Governor and Executive Council not authorize this Request, these public health and substance use related services will be less coordinated and comprehensive. Developing strong, regionally-based infrastructure to convene, coordinate, and facilitate an improved systems-based approach to addressing these health issues will, over time, reduce costs, improve health outcomes, and reduce health disparities.

The attached performance measures will be used to measure the effectiveness of the agreement.

Area served: Statewide.

Source of Funds: 85.76%% Federal Funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration and the Centers for Disease Control and Prevention, Hospital Preparedness Program and Public Health Emergency Preparedness Aligned Cooperative Agreement, and 14.24% General Funds.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)
05-95-90-901010-8011

County of Cheshire — Vendor # 177372-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000

Granite United Way - Capital Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000

Lamprey Health Care — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000

Lakes Region Partnership for Public Health — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000

Manchester Health Department — Vendor # 177433-B009

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90001022	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90001022	15,000
			Sub-Total	30,000
			SUB TOTAL	**360,000**

05-95-90-902510-7545 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

73% Federal Funds & 27% General Funds
CFDA #93.074 & 93.069 FAIN #U90TP000535

County of Cheshire — Vendor # 177372-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	89,910
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	92,910
SFY 2021	102-500731	Contracts for Prog Svc	90077410	89,910
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	89,910
			Sub-Total	182,820

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	92,580
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	95,580
SFY 2021	102-500731	Contracts for Prog Svc	90077410	92,580
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	92,580
			Sub-Total	188,160

Granite United Way - Capital Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	93,430
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	96,430
SFY 2021	102-500731	Contracts for Prog Svc	90077410	93,430
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	93,430
			Sub-Total	189,860

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	83,600
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	86,600
SFY 2021	102-500731	Contracts for Prog Svc	90077410	83,600
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	83,600
			Sub-Total	170,200

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	94,360
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	97,360
SFY 2021	102-500731	Contracts for Prog Svc	90077410	94,360
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	94,360
			Sub-Total	191,720

Lamprey Health Care — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	94,675
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	97,675
SFY 2021	102-500731	Contracts for Prog Svc	90077410	94,675
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	94,675
			Sub-Total	192,350

Lakes Region Partnership for Public Health — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	86,750
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	89,750
SFY 2021	102-500731	Contracts for Prog Svc	90077410	86,750
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	86,750
			Sub-Total	176,500

Manchester Health Department — Vendor # 177433-B009

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	203,055
SFY 2020	102-500731	Contracts for Prog Svc	90077028	57,168
SFY 2020	102-500731	Contracts for Prog Svc	90077408	25,000
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	288,223
SFY 2021	102-500731	Contracts for Prog Svc	90077410	203,055
SFY 2021	102-500731	Contracts for Prog Svc	90077028	57,168
SFY 2021	102-500731	Contracts for Prog Svc	90077408	25,000
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	285,223
			Sub-Total	573,446

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	83,600
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	86,600
SFY 2021	102-500731	Contracts for Prog Svc	90077410	83,600
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	83,600
			Sub-Total	170,200

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	83,600
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	86,600
SFY 2021	102-500731	Contracts for Prog Svc	90077410	83,600
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	83,600
			Sub-Total	170,200

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	83,600
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	86,600
SFY 2021	102-500731	Contracts for Prog Svc	90077410	83,600
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	83,600
			Sub-Total	170,200

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077410	88,550
SFY 2020	102-500731	Contracts for Prog Svc		3,000
			Sub Total 2020	91,550
SFY 2021	102-500731	Contracts for Prog Svc	90077410	88,550
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub Total 2021	88,550
			Sub-Total	180,100
			SUB TOTAL	**2,555,756**

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL, PREVENTION SVS
97% Federal Funds & 3% General Funds
CFDA #93.959 FAIN #TI010035

City of Nashua — Vendor # 177441-B011

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	91,162
SFY 2020	102-500731	Contracts for Prog Svc	92057504	41,243
			Sub Total 2020	132,405
SFY 2021	102-500731	Contracts for Prog Svc	92057502	91,162
SFY 2021	102-500731	Contracts for Prog Svc	92057504	41,243
			Sub Total 2021	132,405
			Sub-Total	264,810

County of Cheshire — Vendor # 177372-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	94,324
SFY 2020	102-500731	Contracts for Prog Svc	92057504	39,662
			Sub Total 2020	133,986
SFY 2021	102-500731	Contracts for Prog Svc	92057502	94,324
SFY 2021	102-500731	Contracts for Prog Svc	92057504	39,662
			Sub Total 2021	133,986
			Sub-Total	267,972

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	82,380
SFY 2020	102-500731	Contracts for Prog Svc	92057504	45,634
			Sub Total 2020	128,014
SFY 2021	102-500731	Contracts for Prog Svc	92057502	82,380
SFY 2021	102-500731	Contracts for Prog Svc	92057504	45,634
			Sub Total 2021	128,014
			Sub-Total	256,028

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Granite United Way - Capital Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	93,014
SFY 2020	102-500731	Contracts for Prog Svc	92057504	40,250
			Sub Total 2020	133,264
SFY 2021	102-500731	Contracts for Prog Svc	92057502	93,014
SFY 2021	102-500731	Contracts for Prog Svc	92057504	40,250
			Sub Total 2021	133,264
			Sub-Total	266,528

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	93,121
SFY 2020	102-500731	Contracts for Prog Svc	92057504	40,264
			Sub Total 2020	133,385
SFY 2021	102-500731	Contracts for Prog Svc	92057502	93,121
SFY 2021	102-500731	Contracts for Prog Svc	92057504	40,264
			Sub Total 2021	133,385
			Sub-Total	266,770

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	93,375
SFY 2020	102-500731	Contracts for Prog Svc	92057504	40,137
			Sub Total 2020	133,512
SFY 2021	102-500731	Contracts for Prog Svc	92057502	93,375
SFY 2021	102-500731	Contracts for Prog Svc	92057504	40,137
			Sub Total 2021	133,512
			Sub-Total	267,024

Lamprey Health Care — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	88,649
SFY 2020	102-500731	Contracts for Prog Svc	92057504	42,500
			Sub Total 2020	131,149
SFY 2021	102-500731	Contracts for Prog Svc	92057502	88,649
SFY 2021	102-500731	Contracts for Prog Svc	92057504	42,500
			Sub Total 2021	131,149
			Sub-Total	262,298

Lakes Region Partnership for Public Health — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	84,367
SFY 2020	102-500731	Contracts for Prog Svc	92057504	44,641
			Sub Total 2020	129,008
SFY 2021	102-500731	Contracts for Prog Svc	92057502	84,367
SFY 2021	102-500731	Contracts for Prog Svc	92057504	44,641
			Sub Total 2021	129,008
			Sub-Total	258,016

Manchester Health Department — Vendor # 177433-B009

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	98,040
SFY 2020	102-500731	Contracts for Prog Svc	92057504	37,805
			Sub Total 2020	135,845
SFY 2021	102-500731	Contracts for Prog Svc	92057502	98,040
SFY 2021	102-500731	Contracts for Prog Svc	92057504	37,805
			Sub Total 2021	135,845
			Sub-Total	271,690

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	99,275
SFY 2020	102-500731	Contracts for Prog Svc	92057504	37,187
			Sub Total 2020	136,462
SFY 2021	102-500731	Contracts for Prog Svc	92057502	99,275
SFY 2021	102-500731	Contracts for Prog Svc	92057504	37,187
			Sub Total 2021	136,462
			Sub-Total	272,924

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	99,575
SFY 2020	102-500731	Contracts for Prog Svc	92057504	37,037
			Sub Total 2020	136,612
SFY 2021	102-500731	Contracts for Prog Svc	92057502	99,575
SFY 2021	102-500731	Contracts for Prog Svc	92057504	37,037
			Sub Total 2021	136,612
			Sub-Total	273,224

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	93,453
SFY 2020	102-500731	Contracts for Prog Svc	92057504	40,098
			Sub Total 2020	133,551
SFY 2021	102-500731	Contracts for Prog Svc	92057502	93,453
SFY 2021	102-500731	Contracts for Prog Svc	92057504	40,098
			Sub Total 2021	133,551
			Sub-Total	267,102

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92057502	92,488
SFY 2020	102-500731	Contracts for Prog Svc	92057504	40,581
			Sub Total 2020	133,069
SFY 2021	102-500731	Contracts for Prog Svc	92057502	92,488
SFY 2021	102-500731	Contracts for Prog Svc	92057504	40,581
			Sub Total 2021	133,069
			Sub-Total	266,138
			SUB TOTAL	**3,460,524**

05-95-92-920510-3395 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL, PFS2

100% Federal Funds

CFDA #93.243 FAIN #SP020796

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92052410	90,000.00
SFY 2021	102-500731	Contracts for Prog Svc	92052410	22,500.00
			Sub-Total	112,500.00

Granite United Way - Capital Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92052410	90,000.00
SFY 2021	102-500731	Contracts for Prog Svc	92052410	22,500.00
			Sub-Total	112,500.00

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92052410	90,000.00
SFY 2021	102-500731	Contracts for Prog Svc	92052410	22,500.00
			Sub-Total	112,500.00

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92052410	90,000.00
SFY 2021	102-500731	Contracts for Prog Svc	92052410	22,500.00
			Sub-Total	112,500.00

Lamprey Health Care — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92052410	82,431.00
SFY 2021	102-500731	Contracts for Prog Svc	92052410	20,608.00
			Sub-Total	103,039.00

Lakes Region Partnership for Public Health — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92052410	90,000.00
SFY 2021	102-500731	Contracts for Prog Svc	92052410	22,500.00
			Sub-Total	112,500.00

Manchester Health Department — Vendor # 177433-B009

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92052410	90,000.00
SFY 2021	102-500731	Contracts for Prog Svc	92052410	22,500.00
			Sub-Total	112,500.00

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92052410	80,850.00
SFY 2021	102-500731	Contracts for Prog Svc	92052410	20,213.00
			Sub-Total	101,063.00

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92052410	83,220.00
SFY 2021	102-500731	Contracts for Prog Svc	92052410	20,805.00
			Sub-Total	104,025.00

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92052410	90,000.00
SFY 2021	102-500731	Contracts for Prog Svc	92052410	22,500.00
			Sub-Total	112,500.00

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	92052410	90,000.00
SFY 2021	102-500731	Contracts for Prog Svc	92052410	22,500.00
			Sub-Total	112,500.00
			SUB TOTAL	**1,208,127.00**

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION

100% Federal Funds

CFDA #93.268 FAIN #H23IP000757

County of Cheshire — Vendor # 177372-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		8,182
SFY 2020	102-500731	Contracts for Prog Svc	90023013	-
SFY 2021	102-500731	Contracts for Prog Svc	90023013	-
			Sub-Total	8,182

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		8,182
SFY 2020	102-500731	Contracts for Prog Svc	90023013	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90023013	15,000
			Sub-Total	38,182

Granite United Way - Capital Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		8,180
SFY 2020	102-500731	Contracts for Prog Svc	90023013	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90023013	15,000
			Sub-Total	38,180

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		8,182
SFY 2020	102-500731	Contracts for Prog Svc	90023013	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90023013	15,000
			Sub-Total	38,182

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		8,182
SFY 2020	102-500731	Contracts for Prog Svc		7,000.00
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	15,182.00

Lamprey Health Care — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		8,182
SFY 2020	102-500731	Contracts for Prog Svc	90023013	-
SFY 2021	102-500731	Contracts for Prog Svc	90023013	-
			Sub-Total	8,182.00

Lakes Region Partnership for Public Health — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		8,182
SFY 2020	102-500731	Contracts for Prog Svc	90023013	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90023013	15,000
			Sub-Total	38,182

Manchester Health Department — Vendor # 177433-B009

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		-
SFY 2020	102-500731	Contracts for Prog Svc		7,000.00
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	7,000.00

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		8,182
SFY 2020	102-500731	Contracts for Prog Svc	90023013	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90023013	15,000
			Sub-Total	38,182

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		8,182
SFY 2020	102-500731	Contracts for Prog Svc	90023013	22,000
SFY 2021	102-500731	Contracts for Prog Svc	90023013	15,000
			Sub-Total	45,182

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		8,182
SFY 2020	102-500731	Contracts for Prog Svc	90023013	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90023013	15,000
			Sub-Total	38,182

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		8,182
SFY 2020	102-500731	Contracts for Prog Svc	90023013	15,000
SFY 2021	102-500731	Contracts for Prog Svc	90023013	15,000
			Sub-Total	38,182
			SUB TOTAL	**351,000**

05-95-90-902510-2239 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS
100% Federal Funds
CFDA #93.074 & 93.889 FAIN #U90TP000535

County of Cheshire — Vendor # 177372-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000

Granite United Way - Capital Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000

Lamprey Health Care — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000

Lakes Region Partnership for Public Health — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000

Manchester Health Department — Vendor # 177433-B009

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	10,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	10,000
			Sub-Total	20,000
			SUB TOTAL	**240,000**

05-95-90-901510-7964

County of Cheshire — Vendor # 177372-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,200
SFY 2020	102-500731	Contracts for Prog Svc		1,800
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	3,000

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,200
SFY 2020	102-500731	Contracts for Prog Svc		1,800
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	3,000

Granite United Way - Capital Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,200
SFY 2020	102-500731	Contracts for Prog Svc		1,800
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	3,000

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,200
SFY 2020	102-500731	Contracts for Prog Svc		1,800
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	3,000

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,200
SFY 2020	102-500731	Contracts for Prog Svc		1,800
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	3,000

Lamprey Health Care — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,200
SFY 2020	102-500731	Contracts for Prog Svc		1,800
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	3,000

Lakes Region Partnership for Public Health — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,200
SFY 2020	102-500731	Contracts for Prog Svc		1,800
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	3,000

Manchester Health Department — Vendor # 177433-B009

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,200
SFY 2020	102-500731	Contracts for Prog Svc		1,800
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	3,000

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,200
SFY 2020	102-500731	Contracts for Prog Svc		1,800
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	3,000

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		6,914
SFY 2020	102-500731	Contracts for Prog Svc	90077700	36,086
SFY 2021	102-500731	Contracts for Prog Svc	90077700	-
			Sub-Total	43,000

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,200
SFY 2020	102-500731	Contracts for Prog Svc		1,800
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	3,000

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,200
SFY 2020	102-500731	Contracts for Prog Svc		1,800
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	3,000
			SUB TOTAL	**76,000**

05-95-90-902510-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, Disease Control

County of Cheshire — Vendor # 177372-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,818
SFY 2020	102-500731	Contracts for Prog Svc		7,000
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	8,818

Greater Seacoast Community Health — Vendor # 154703-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,818
SFY 2020	102-500731	Contracts for Prog Svc		7,000
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	8,818

Granite United Way - Capital Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,820
SFY 2020	102-500731	Contracts for Prog Svc		7,000
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	8,820

Granite United Way - Carroll County Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,818
SFY 2020	102-500731	Contracts for Prog Svc		7,000
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	8,818

Granite United Way -South Central Region — Vendor # 160015-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,818
SFY 2020	102-500731	Contracts for Prog Svc		-
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	1,818

FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)

Lamprey Health Care — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,818
SFY 2020	102-500731	Contracts for Prog Svc		7,000
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	8,818

Lakes Region Partnership for Public Health — Vendor # 165635-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,818
SFY 2020	102-500731	Contracts for Prog Svc		7,000
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	8,818

Mary Hitchcock Memorial Hospital - Sullivan County Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,818
SFY 2020	102-500731	Contracts for Prog Svc		7,000
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	8,818

Mary Hitchcock Memorial Hospital - Upper Valley Region — Vendor # 177160-B003

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,818
SFY 2020	102-500731	Contracts for Prog Svc		-
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	1,818

Mid-State Health Center — Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,818
SFY 2020	102-500731	Contracts for Prog Svc		7,000
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	8,818

North Country Health Consortium — Vendor # 158557-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc		1,818
SFY 2020	102-500731	Contracts for Prog Svc		7,000
SFY 2021	102-500731	Contracts for Prog Svc		-
			Sub-Total	8,818
			SUB TOTAL	**83,000**

05-95-90-901510-7936

County of Cheshire — Vendor # 177372-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	40,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	40,000
			Sub-Total	80,000

Lamprey Health Care — Vendor #177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90077700	40,000
SFY 2021	102-500731	Contracts for Prog Svc	90077700	40,000
			Sub-Total	80,000
			SUB TOTAL	**160,000**
			TOTAL ALL	**8,494,407.00**

FORM NUMBER P-37 (version 5/8/15)

Subject: Regional Public Health Network Services SS-2019-DPHS-28-REGION-01

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name City of Manchester		1.4 Contractor Address 1528 Elm St Manchester, NH 03101	
1.5 Contractor Phone Number 603-624-6466	1.6 Account Number See Attached	1.7 Completion Date June 30, 2021	1.8 Price Limitation $1,017,636.
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Joyce Craig		1.12 Name and Title of Contractor Signatory Joyce Craig, Mayor	

1.13 Acknowledgement: State of NH, County of Hillsborough

On June 5, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

Ryan P. Mahoney
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 2/11/2020

1.13.2. Name and Title of Notary or Justice of the Peace

Ryan Mahoney, Notary Public

1.14 State Agency Signature Date: 6/6/19	1.15 Name and Title of State Agency Signatory LISA MORRIS DPHS Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/6/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials GC
Date 6/5/19

Block 1.6 Account Number

1.6 Account Number

05-95-090-51780000-103-502664

05-95-090-79640000-102-500731

05-95-090-80110000-102-500731

05-95-092-33800000-102-500731

05-95-090-75450000-102-500731

05-95-090-22390000-102-500731

05-95-092-33950000-102-500731

Scope of Services

1. Provisions Applicable to All Services

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

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient), in accordance with 2 CFR 200.300.

2. Scope of Services

2.1. Lead Organization to Host a Regional Public Health Network (RPHN)

2.1.1. The Contractor shall serve as a lead organization to host a Regional Public Health Network for the Greater Manchester as defined by the Department, to provide a broad range of public health services within one or more of the state's thirteen designated public health regions. The purpose of the RPHNs statewide are to coordinate a range of public health and substance misuse-related services, as described below to assure that all communities statewide are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services that include, but are not limited to:

2.1.1.1. Sustaining a regional Public Health Advisory Council (PHAC),

2.1.1.2. Planning for and responding to public health incidents and emergencies,

2.1.1.3. Preventing the misuse of substances,

2.1.1.4. Facilitating and sustaining a continuum of care to address substance use disorders,

2.1.1.5. Implementing young adult substance misuse prevention strategies,

2.1.1.6. Conducting a community-based assessment related to childhood lead poisoning prevention, and

2.1.1.7. Ensuring contract administration and leadership.

2.2. Public Health Advisory Council

2.2.1. The Contractor shall coordinate and facilitate the regional Public Health Advisory Council (PHAC) to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

2.2.1.1. Maintain a set of operating guidelines or by-laws for the PHAC

2.2.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team with the authority to:

2.2.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

2.2.1.2.2. Address emergent public health issues as identified by regional partners and the Department and mobilize key regional stakeholders to address the issue.

2.2.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

2.2.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

2.2.1.2.5. Make recommendations within the public health region and to the state regarding funding and priorities for service delivery based on needs assessments and collection.

2.2.1.3. PHAC leadership team shall meet at least quarterly in order to:

2.2.1.3.1. Ensure meeting minutes are available to the public upon request.

2.2.1.3.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

2.2.1.4. Ensure a currently licensed health care professional will serve as a medical director for the RPHN who shall perform the following functions that are not limited to:

2.2.1.4.1. Write and issue standing orders when needed to carry out the programs and services funded through this agreement

2.2.1.4.2. Work with medical providers and the Department on behalf of the PHAC on any emergent public health issues. Participate in the Multi-Agency Coordinating Entity (MACE) during responses to public health emergencies as appropriate and based on availability.

2.2.1.5. Conduct at least biannual meetings of the PHAC.

2.2.1.6. Develop annual action plans for the services in this Agreement as advised by the PHAC.

2.2.1.7. Collect, analyze and disseminate data about the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

2.2.1.8. Maintain a current Community Health Improvement Plan (CHIP) that is aligned with the State Health Improvement Plan (SHIP) and informed by other health improvement plans developed by other community partners;

2.2.1.9. Provide leadership through guidance, technical assistance and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

2.2.1.10. Publish an annual report disseminated to the community capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities.

2.2.1.11. Maintain a website, which provides information to the public and agency partners, at a minimum, includes information about the PHAC, CHIP, SMP, CoC, YA and PHEP programs.

2.2.1.12. Conduct at least two educational and training programs annually to RPHN partners and others to advance the work of RPHN.

2.2.1.13. Educate partners and stakeholder groups on the PHAC, including elected and appointed municipal officials.

2.2.1.14. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

2.3. Public Health Emergency Preparedness

2.3.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity of partnering organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies as follows:

2.3.1.1. Ensure that all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions as follows:

2.3.1.2. Convene and coordinate a regional Public Health Emergency Preparedness (PHEP) coordinating/planning committee/workgroup to improve regional emergency response plans and the capacity of partnering entities to mitigate, prepare for, respond to and recover from public health emergencies.

2.3.1.3. Convene at least quarterly meetings of the regional PHEP committee/workgroup.

2.3.1.4. Ensure and document committee/workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA) annually.

2.3.1.5. Maintain a three-year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by CDC.

2.3.1.6. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

2.3.1.7. Submit an annual work plan based on a template provided by the Department of Health and Human Services (DHHS).

2.3.1.8. Sponsor and organize the logistics for at least two trainings annually for regional partners. Collaborate with the DHHS, Division of Public Health Services

(DPHS), the Community Health Institute (CHI), NH Fire Academy, Granite State Health Care Coalition (GSHCC), and other training providers to implement these training programs.

2.3.1.9. Revise on an annual basis the Regional Public Health Emergency Anne (RPHEA) based on guidance from DHHS as follows:

2.3.1.9.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by DHHS.

2.3.1.9.2. Develop new appendices based on priorities identified by DHHS using templates provided by DHHS.

2.3.1.9.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

2.3.1.9.4. Participate in workgroups to develop or revise components of the RPHEA that are convened by DHHS or the agency contracted to provide training and technical assistance to RPHNs.

2.3.1.10. Understand the hazards and social conditions that increase vulnerability within the public health region including but not limited to cultural, socioeconomic, and demographic factors as follows:

2.3.1.10.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

2.3.1.10.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

2.3.1.11. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in

the planning and response to a public health incident or emergency.

2.3.1.12. Regularly communicate with the Department's Area Agency contractor that provides developmental and acquired brain disorder services in your region.

2.3.1.13. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

2.3.1.14. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

2.3.1.15. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

2.3.1.16. Maintain the capacity to utilize WebEOC, the State's emergency management platform, during incidents or emergencies. Provide training as needed to individuals to participate in emergency management using WebEOC.

2.3.1.17. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

2.3.1.18. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

2.3.1.19. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the DHHS' SNS Coordinator to identify appropriate actions and priorities, that include, but are not limited to:

2.3.1.19.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans;

2.3.1.19.2. Annual submission of either ORR or self-assessment documentation;

2.3.1.19.3. ORR site visit as scheduled by the CDC and DHHS;

2.3.1.19.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

2.3.1.20. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies as follows:

2.3.1.20.1. Prior to purchasing new supplies or equipment, execute MOUs with agencies to store, inventory, and rotate these supplies.

2.3.1.20.2. Upload, at least annually, a complete inventory to a Health Information Management System (HIMS) identified by DHHS.

2.3.1.21. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector as follows:

2.3.1.21.1. Maintain proficiency in the volunteer management system supported by DHHS.

2.3.1.21.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy during an incident or emergency.

2.3.1.21.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

2.3.1.21.4. Conduct notification drills of volunteers at least quarterly.

2.3.1.22. As requested, participate in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

2.3.1.23. As requested by the DPHS, participate in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

2.3.1.24. As requested by DPHS, plan and implement targeted Hepatitis A vaccination clinics. Clinics should be held

at locations where individuals at-risk for Hepatitis A can be accessed, according to guidance issued by DPHS.

2.4. Substance Misuse Prevention

2.4.1. The Contractor shall provide leadership and coordination to impact substance misuse and related health promotion activities by implementing, promoting and advancing evidence-based primary prevention approaches, programs, policies, and services as follows:

2.4.1.1. Reduce substance use disorder (SUD) risk factors and strengthen protective factors known to impact behaviors.

2.4.1.2. Maintain a substance misuse prevention SMP leadership team consisting of regional representatives with a special expertise in substance misuse prevention that can help guide/provide awareness and advance substance misuse prevention efforts in the region.

2.4.1.3. Implement the strategic prevention model in accordance with the SAMHSA Strategic Prevention Framework that includes: assessment, capacity development, planning, implementation and evaluation.

2.4.1.4. Implement evidenced-informed approaches, programs, policies and services that adhere to evidence-based guidelines, in accordance with the Department's guidance on what is evidenced informed.

2.4.1.5. Maintain, revise, and publicly promote data driven regional substance misuse prevention 3-year Strategic Plan that aligns with the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan, and the State Health Improvement Plan).

2.4.1.6. Develop an annual work plan that guides actions and includes outcome-based logic models that demonstrates short, intermediate and long term measures in alignment the 3-year Strategic Plan, subject to Department's approval.

2.4.1.7. Advance and promote and implement substance misuse primary prevention strategies that incorporate

the Institute of Medicine (IOM) categories of prevention: universal, selective and indicated by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families and communities.

2.4.1.8. Produce and disseminate an annual report that demonstrates past year successes, challenges, outcomes and projected goals for the subsequent year.

2.4.1.9. Comply with federal block grant requirements for substance misuse prevention strategies and collection and reporting of data as outlined in the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

2.4.1.10. Ensure substance misuse prevention is represented at PHAC meetings and with an exchange of bi-directional information to advance efforts of substance misuse prevention initiatives.

2.4.1.11. Assist, at the direction of BDAS, SMP staff with the Federal Block Grant Comprehensive Synar activities that consist of, but are not limited to, merchant and community education efforts, youth involvement, and policy and advocacy efforts.

2.5. Continuum of Care

2.5.1. The Contractor shall provide leadership and/or support for activities that assist in the development of a robust continuum of care (CoC) utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC) as follows:

2.5.1.1. Engage regional partners (Prevention, Intervention, Treatment, Recovery Support Services, primary health care, behavioral health care and other interested and/or affected parties) in ongoing update of regional assets and gaps, and regional CoC plan development and implementation.

2.5.1.2. Work toward, and adapt as necessary and indicated, the priorities and actions identified in the regional CoC development plan.

2.5.1.3. Facilitate and/or provide support for initiatives that result in increased awareness of and access to services, increased communication and collaboration among providers, and increases in capacity and delivery of services.

2.5.1.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan and service capacity increase activities.

2.5.1.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work such as Integrated Delivery Networks.

2.5.1.6. Work with the statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek help (health, education, safety, government, business, and others) in every community in the region.

2.5.1.7. Engage regional stakeholders to assist with information dissemination.

2.6. Young Adult Substance Misuse Prevention Strategies

2.6.1. The Contractor shall provide evidence-informed services and/or programs for young adults, ages 18 to 25 in high-risk high-need communities within their region which are both appropriate and culturally relevant to the targeted population as follows:

2.6.1.1. Ensure evidenced-informed substance misuse prevention strategies are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse.

2.6.1.2. Ensure evidenced-Informed Program, Practices or Policies meet one or more of the following criteria:

2.6.1.2.1. Evidenced-Based-Programs, policies, practices that are endorsed as evidenced-based have demonstrated a commitment to refining program

protocols and process, and a high-quality, systematic evaluation documenting short-term and intermediate outcomes which are listed on the National Registry of Evidenced-Based Programs and Practices (NREPP) published by the Federal Substance Abuse Mental Health Abuse Mental Health Services Authority (SAMHSA) or a similar published list (USDOE);

2.6.1.2.2. Those programs, policies, and practices that have been published in a peer review journal or similar peer review literature;

2.6.1.2.3. Practices that are programs that are endorsed as a promising practice that have demonstrated readiness to conduct a high quality, systematic evaluation. The evaluation includes the collection and reporting of data to determine the effectiveness on indicators highly correlated with reducing or preventing substance misuse. Promising practices are typically those that have been endorsed as such by a State's Expert Panel or Evidenced-Based Workgroup; or

2.6.1.2.4. Innovative programs that must apply to the State's Expert Panel within one year and demonstrate a readiness to conduct a high quality, systematic evaluation.

2.7. Childhood Lead Poisoning Prevention Community Assessment

2.7.1. The Contractor shall participate in a statewide meeting, hosted by the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP), to review data and other information specific to the burden of lead poisoning within the region as follows:

2.7.1.1. Partner with the HHLPPP to identify and invite a diverse group of regional partners to participate in a regional outreach and educational meeting on the burden of lead poisoning. Partners may include, but are not limited to, municipal governments (e.g. code enforcement, health officers, elected officials) school administrators, school boards, hospitals, health care

providers, U.S. Housing and Urban Department lead hazard control grantees, public housing officials, Women, Infant and Children programs, Head Start and Early Head Start programs, child educators, home visitors, legal aid, and child advocates.

2.7.1.2. Collaborate with partners from within the region to identify strategies to reduce the burden of lead poisoning in the region. Strategies may include, but are not limited to, modifying the building permit process, implementing the Environmental Protection Agency's Renovate, Repair and Paint lead safe work practice training into the curriculum of the local school district's Career and Technical Center, identify funding sources to remove lead hazards from pre-1978 housing in the community, increase blood lead testing rates for one and two year old children in local health care practices, and/or implement pro-active inspections of rental housing and licensed child care facilities.

2.7.1.3. Prepare and submit a brief proposal to the HHLPPP identifying strategy(s) to reduce the burden of lead poisoning, outlining action steps and funding necessary to achieve success with the strategy over a one-year period.

2.8. Contract Administration and Leadership

2.8.1. The Contactor shall introduce and orient all funded staff to the work of all the activities conducted under the contract as follows.

2.8.1.1. Ensure detailed work plans are submitted annually for each of the funded services based on templates provided by the DHHS.

2.8.1.2. Ensure all staff have the appropriate training, education, experience, skills, and ability to fulfill the requirements of the positions they hold and provide training, technical assistance or education as needed to support staff in areas of deficit in knowledge and/or skills.

2.8.1.3. Ensure communication and coordination when appropriate among all staff funded under this contract.

2.8.1.4. Ensure ongoing progress is made to successfully complete annual work plans and outcomes achieved.

2.8.1.5. Ensure financial management systems are in place with the capacity to manage and report on multiple sources of state and federal funds, including work done by subcontractors.

3. Training and Technical Assistance Requirements

3.1. The Contractor shall participate in training and technical assistance as follows:

3.1.1. Public Health Advisory Council

3.1.1.1. Attend semi-annual meetings of PHAC leadership convened by DPHS/BDAS.

3.1.1.2. Complete a technical assistance needs assessment.

3.1.2. Public Health Emergency Preparedness

3.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by DPHS/ESU. Complete a technical assistance needs assessment.

3.1.2.2. Attend up to two trainings per year offered by DPHS/ESU or the agency contracted by the DPHS to provide training programs.

3.1.3. Substance Misuse Prevention

3.1.3.1. SMP coordinator shall attend community of practice meetings/activities.

3.1.3.2. At DHHS' request engage with ongoing technical assistance to ensure the RPHN workforce is knowledge, skilled and has the ability to carry out all scopes of work (e.g. using data to inform plans and evaluate outcomes, using appropriate measures and tools, etc.)

3.1.3.3. Attend all bi-monthly meetings of SMP coordinators.

3.1.3.4. Participate with DHHS technical assistance provider on interpreting the results of the Regional SMP Stakeholder Survey.

3.1.3.5. Attend additional meetings, conference calls and webinars as required by DHHS.

3.1.3.6. SMP lead staff must be credentialed within one year of hire as Certified Prevention Specialist to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board. (http://nhpreventcert.org/).

3.1.3.7. SMP staff lead must attend required training, Substance Abuse Prevention Skills Training (SAPST). This training is offered either locally or in New England one (1) to two (2) times annually.

3.1.4. Continuum of Care

3.1.4.1. Be familiar with the evidence-based Strategic Planning Model (includes five steps: Assessment, Capacity, Planning, Implementation, and Development), RROSC and NH DHHS CoC systems development and the "No Wrong Door" approach to systems integration.

3.1.4.2. Attend quarterly CoC Facilitator meetings.

3.1.4.3. Participate in the CoC learning opportunities as they become available to:

3.1.4.3.1. Receive information on emerging initiatives and opportunities;

3.1.4.3.2. Discuss best ways to integrate new information and initiatives;

3.1.4.3.3. Exchange information on CoC development work and techniques;

3.1.4.3.4. Assist in the refinement of measures for regional CoC development;

3.1.4.3.5. Obtain other information as indicated by BDAS or requested by CoC Facilitators.

3.1.4.4. Participate in one-on-one information and/or guidance sessions with BDAS and/or the entity contracted by the department to provide training and technical assistance.

3.1.5. Young Adult Strategies

3.1.5.1. Ensure all young adult prevention program staff receive appropriate training in their selected evidenced-informed program by an individual authorized by the program developer.

3.1.5.2. Participate in ongoing technical assistance, consultation, and targeted trainings from the Department and the entity contracted by the department to provide training and technical assistance.

4. Staffing

4.1. The Contractor's staffing structure must include a contract administrator and a finance administrator to administer all scopes of work relative to this

agreement. In addition, while there is staffing relative to each scope of work presented below, the administrator must ensure that across all funded positions, in addition to subject matter expertise, there is a combined level of expertise, skills and ability to understand data; use data for planning and evaluation; community engagement and collaboration; group facilitation skills; and IT skills to effectively lead regional efforts related to public health planning and service delivery. The funded staff must function as a team, with complementary skills and abilities across these foundational areas of expertise to function as an organization to lead the RPHN's efforts.

4.2. The Contractor shall hire or subcontract and provide support for a designated project lead for each of the following four (4) scopes of work: PHEP, SMP, CoC Facilitator, and Young Adult Strategies. DHHS Recognizes that this agreement provides funding for multiple positions across the multiple program areas, which may result in some individual staff positions having responsibilities across several program areas, including, but not limited to, supervising other staff. A portion of the funds assigned to each program area may be used for technical and/or administrative support personnel. See Table 1 – Minimum for technical and/or administrative support personnel. See Table 1 – Minimum Staffing Requirements.

4.3. Table 1 – Minimum Staffing Requirements

Position Name	Minimum Required Staff Positions
Public Health Advisory Council	No minimum FTE requirement
Substance Misuse Prevention Coordinator	Designated Lead
Continuum of Care Facilitator	Designated Lead
Public Health Emergency Preparedness Coordinator	Designated Lead
Young Adult Strategies (optional)	Designated Lead

5. Reporting

5.1. The Contractor shall:

5.1.1. Participate in Site Visits as follows:

5.1.1.1. Participate in an annual site visit conducted by DPHS/BDAS that includes all funded staff, the contract administrator and financial manager.

5.1.1.2. Participate in site visits and technical assistance specific to a single scope of work as described in the sections below.

5.1.1.3. Submit other information that may be required by federal and state funders during the contract period.

5.1.2. Provide Reports for the Public Health Advisory Council as follows:

5.1.2.1. Submit quarterly PHAC progress reports using an on-line system administered by the DPHS.

5.1.3. Provide Reports for the Public Health Preparedness as follows:

5.1.3.1. Submit quarterly PHEP progress reports using an on-line system administered by the DPHS.

5.1.3.2. Submit all documentation necessary to complete the MCM ORR review or self-assessment.

5.1.3.3. Submit semi-annual action plans for MCM ORR activities on a form provided by the DHHS.

5.1.3.4. Submit information documenting the required MCM ORR-related drills and exercises.

5.1.3.5. Submit final After Action Reports for any other drills or exercises conducted.

5.1.4. Provide Reports for Substance Misuse Prevention as follows:

5.1.4.1. Submit Quarterly SMP Leadership Team meeting agendas and minutes

5.1.4.2. 3-Year Plans must be current and posted to RPHN website, any revised plans require BDAS approval

5.1.4.3. Submission of annual work plans and annual logic models with short, intermediate and long term measures

5.1.4.4. Input of data on a monthly basis to an online database (e.g. PWITS) per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

Federal Block Grant. The data includes but is not limited to:

5.1.4.4.1. Number of individuals served or reached

5.1.4.4.2. Demographics

5.1.4.4.3. Strategies and activities per IOM by the six (6) activity types.
5.1.4.4.4. Dollar Amount and type of funds used in the implementation of strategies and/or interventions
5.1.4.4.5. Percentage evidence based strategies
5.1.4.5. Submit annual report
5.1.4.6. Provide additional reports or data as required by the Department.
5.1.4.7. Participate and administer the Regional SMP Stakeholder Survey in alternate years.
5.1.5. Provide Reports for Continuum of Care as follows:
5.1.5.1. Submit update on regional assets and gaps assessments as required.
5.1.5.2. Submit updates on regional CoC development plans as indicated.
5.1.5.3. Submit quarterly reports as indicated.
5.1.5.4. Submit year-end report as indicated.
5.1.6. Provide Reports for Young Adult Strategies as follows:
5.1.6.1. Participate in an evaluation of the program that is consistent with the federal Partnership for Success 2015 evaluation requirements. Should the evaluation consist of participant surveys, vendors must develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols. Enter the completed survey data into a database provided by the Department. Survey data shall be provided to the entity contracted by the Department to provide evaluation analysis for analysis.
5.1.6.2. Input data on a monthly basis to an online database as required by the Department. The data includes but is not limited to:
5.1.6.2.1. Number of individuals served
5.1.6.2.2. Demographics of individuals served
5.1.6.2.3. Types of strategies or interventions implemented
5.1.6.2.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
5.1.6.3. Meet with a team authorized by the Department on a semiannual basis or as needed to conduct a site visit.

5.1.7. Provide Reports for Childhood Lead Poisoning Prevention Community Assessment as follows:

5.1.7.1. Submit a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

6. Performance Measures

6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the DHHS, to measure the effectiveness of the agreement as follows:

6.1.1. Public Health Advisory Council

6.1.1.1. Documented organizational structure for the PHAC (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).

6.1.1.2. Documentation that the PHAC membership represents public health stakeholders and the covered populations described in section 3.1.

6.1.1.3. CHIP evaluation plan that demonstrates positive outcomes each year.

6.1.1.4. Publication of an annual report to the community.

6.1.2. Public Health Emergency Preparedness

6.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review based on prioritized recommendations from DHHS.

6.1.2.2. Response rate and percent of staff responding during staff notification, acknowledgement and assembly drills.

6.1.2.3. Percent of requests for activation met by the Multi-Agency Coordinating Entity.

6.1.2.4. Percent of requests for deployment during emergencies met by partnering agencies and volunteers.

6.1.3. Substance Misuse Prevention

6.1.3.1. As measured by the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health (NSDUH), reductions in prevalence rates for:

6.1.3.1.1. 30-day alcohol use

6.1.3.1.2. 30-day marijuana use

6.1.3.1.3. 30-day illegal drug use
6.1.3.1.4. Illicit drug use other than marijuana
6.1.3.1.5. 30-day Nonmedical use of pain relievers
6.1.3.1.6. Life time heroin use
6.1.3.1.7. Binge Drinking
6.1.3.1.8. Youth smoking prevalence rate, currently smoke cigarettes
6.1.3.1.9. Binge Drinking
6.1.3.1.10. Youth smoking prevalence rate, currently smoke cigarettes

6.1.3.2. As measured by the YRB and NSDUH increases in the perception of risk for:
6.1.3.2.1. Perception of risk from alcohol use
6.1.3.2.2. Perception of risk from marijuana use
6.1.3.2.3. Perception of risk from illegal drug use
6.1.3.2.4. Perception of risk from Nonmedical use of prescription drugs without a prescription
6.1.3.2.5. Perception of risk from binge drinking
6.1.3.2.6. Perception of risk in harming themselves physically and in other ways when they smoke one or more packs of cigarettes per day
6.1.3.2.7. Demonstrated outcomes related to Risk and Protective Factors that align with prevalence data and strategic plans.

6.1.4. Continuum of Care
6.1.4.1. Evidence of ongoing update of regional substance use services assets and gaps assessment.
6.1.4.2. Evidence of ongoing update of regional CoC development plan.
6.1.4.3. Number of partners assisting in regional information dissemination efforts.
6.1.4.4. Increase in the number of calls from community members in regional seeking help as a result of information dissemination.
6.1.4.5. Increase in the number of community members in region accessing services as a result of information dissemination.
6.1.4.6. Number of other related initiatives CoC Facilitator leads, participates in, or materially contributes to.

6.1.5. Young Adult Strategies

6.1.5.1. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.1.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.1.2. Participants will report a decrease in past 30-day non-medical prescription drug use.

6.1.5.1.3. Participants will report a decrease in past 30-day illicit drug use including illicit opioids.

6.1.5.2. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.2.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.2.2. Participants will report a decrease in negative consequences from substance misuse.

6.1.6. Childhood Lead Poisoning Prevention Community Assessment

6.1.6.1. At least one (1) representative from the RPHN attends a one-day meeting hosted by the HHLPPP to review data pertaining to the burden of lead in the region.

6.1.6.2. At least six (6) diverse partners from the region participate in an educational session on the burden of lead poisoning.

6.1.6.3. Submission of a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   1.1. This Agreement is funded with funds from the:

      1.1.1. Federal Funds from the US Centers for Disease Control and Prevention, Preventive Health Services, Catalog of Federal Domestic Assistance (CFDA #) 93.991, Federal Award Identification Number (FAIN) #B01OT009205.

      1.1.2. Federal Funds from the US Centers for Disease Control and Prevention, Public Health Emergency Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.069, Federal Award Identification Number (FAIN) #U90TP000535, and General Funds.

      1.1.3. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance (CFDA #) 93.959, Federal Award Identification Number (FAIN) #TI010035, and General Funds

      1.1.4. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative, Catalog of Federal Domestic Assistance (CFDA #) 93.243, Federal Award Identification Number (FAIN) #SP020796

      1.1.5. Federal Funds from the US Centers for Disease Control and Prevention, National Center for Immunization and Respiratory Diseases, Catalog of Federal Domestic Assistance (CFDA #) 93.268, Federal Award Identification Number (FAIN) #H23IP000757

      1.1.6. Federal Funds from the US Department of Health and Human Services, Public Health Hospital Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.889, Federal Award Identification Number (FAIN) #U90TP000535.

      1.1.7. Federal Funds from the US Department of Health and Human Services, Childhood Lead Poisoning Prevention and Surveillance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.197, Federal Award Identification Number (FAIN) #NUE2EH001408.

      1.1.8. And General Funds from the State of New Hampshire.

   1.2. The Contractor shall provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

   1.3. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2. Program Funding

Exhibit B

2.1. The Contractor shall be paid up to the amounts specified for each program/scope of work identified in Exhibit B-1 Program Funding.

2.2. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

2.2.1. Utilize budget forms as provided by the Department

2.2.2. Submit a budget for each program/scope of work for each state fiscal year in accordance with Exhibit B-1.

2.2.3. Collaborate with the Department to incorporate approved budgets into this agreement by Amendment.

3. Payment for said services shall be made monthly as follows:

3.1. 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 budget line items in Section 2.2 above.

3.2. The Contractor shall submit an invoice form provided by the Department no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

3.3. The Contractor shall ensure the invoices are completed, signed, dated and returned to the Department in order to initiate payments.

3.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

3.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

3.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHSContractBilling@dhhs.nh.gov

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

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

6. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Vendor Name: City of Manchester
Contract Name: Regional Public Health Network Services
Region: Greater Manchester

Program Name and Funding Amounts

State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse Prevention	Continuum of Care	Young Adult Substance Misuse Preventioin Strategies*	Childhood Lead Poisoning Prevention Community Assessment	Hepatitis A Vaccination Clinics
2019	$ -	$ -	$ -	$ -	$ -	$ 1,200.00	
2020	$ 30,000.00	$ 295,223.00	$ 83,040.00	$ 37,805.00	$ 90,000.00	$ 1,800.00	$ 10,000.00
2021	$ 30,000.00	$ 295,223.00	$ 83,040.00	$ 37,805.00	$ 22,500.00	$ -	$ -

*Young Adult Strategies State Fiscal Year 2021 Funding ends September 30, 2020.

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SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

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

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

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

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

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

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

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

20.2. DEPARTMENT: NH Department of Health and Human Services.

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Vendor Name:

6/5/19
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name:

6/5/19
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name:

6/5/19
Date

Name: Joyce Craig
Title: Mayor

Vendor Initials JC
Date 6/5/19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name:

6/5/19
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

6/5/19
Date

Name: Joyce Craig
Title: Mayor

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	City of Manchester
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Joyce Craig
Name of Authorized Representative	Name of Authorized Representative
Director, DPHS	Mayor
Title of Authorized Representative	Title of Authorized Representative
6/6/19	6/5/19
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

Vendor Name:

6/5/19
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

Vendor Initials JC
Date 6/5/19

FORM A

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

1. The DUNS number for your entity is: 790913636

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

   X NO _____ YES

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

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

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

   _____ NO X YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

CERTIFICATE OF VOTE

I, Matthew Normand, do hereby certify that:
(Name of the City Clerk of the Municipality)

1. I am duly elected City Clerk of the City of Manchester

2. The following is a true copy of an action duly adopted at a meeting of the Board of Mayor and Aldermen duly held on June 4, 2019,

RESOLVED: That this Municipality enter into a contract with the State of New Hampshire, Department of Health and Human Services.

RESOLVED: That Joyce Craig,
(Mayor of the City of Manchester)
hereby is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing action on has not been amended or revoked and remains in full force and effect as of June 5, 2019

4. Joyce Craig (is/are) the duly elected Mayor of the City of Manchester.

(Signature of the Clerk of the Municipality)

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledge before me this 5th day of June, 2019 by Matthew Normand.
(Name of Person Signing Above)

HEATHER FREEMAN NOTARY PUBLIC STATE OF NEW HAMPSHIRE (SEAL) COMMISSION EXPIRES SEPTEMBER 3, 2019 JUSTICE OF THE PEACE

(Name of Notary Public)

Title: Notary Public/Justice of the Peace
Commission Expires: 9/3/19

gc 6/5/19

Kevin J. O'Neil
Risk Manager

CITY OF MANCHESTER

Office of Risk Management

CERTIFICATE OF COVERAGE

NH DHHS
129 Pleasant Street
Concord, New Hampshire 03301-3857

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD
For the City of Manchester's Regional Public Health Network Services Contract from July 1, 2019 through June 30, 2021.

Issued the 15st day of May, 2019.

Risk Manager

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6503 • FAX: (603) 624-6528
TTY: 1-800-735-2964
E-Mail: konell@manchesternh.gov • Website: www.manchesternh.gov

Anna J. Thomas, MPH
Public Health Director

CITY OF MANCHESTER
Health Department

BOARD OF HEALTH MEMBERS:

Reverend Richard D. Clegg
Senior Pastor
FaithBridge Church
301 S Main St
Manchester NH 03102
(603) 623-5292
www.FaithBridgeNH.org

Stephanie P. Hewitt, MSN, FNP-BC
Southern New Hampshire University
2500 North River Road
Manchester NH 03106
(603) 494-2343

Ellen Smith Tourigny
Certified Chemistry Teacher
Central High School
191 N Gate Rd
Manchester NH 03104
(603) 623-5328

Tanya A. Tupick, D.O.
Catholic Medical Center Urgent Care
5 Washington Place, Suite 1B
Bedford NH 03310
(603) 232-7521

Anna J. Thomas athomas@manchesternh.gov *(603) 657-2700 (Business)*

1528 Elm Street, New Hampshire 03101 *(603) 396-4432 (Work Cell)*

PHILOSOPHY

Results Oriented Leader Pursuing Innovative Approaches to Measurably Improve the Health and Quality of Life of Communities.
Strong Interpersonal Skills Combined with Independence, Adaptability and Ability to Make and Implement Difficult Decisions.

HONORS AND INTERESTS

Selected 2017 Kresge Foundation Emerging Leader in Public Health
Awarded 2015 Jack Lightfoot Voice for Children Award, Child and Family Services of NH
Awarded 2014 Community Leadership Award, Mental Health Center of Greater Manchester
Nominated 2013 White House Champion of Change for Public Health and Prevention
Awarded 2009 Key to the City of Manchester, Presented by the Honorable Mayor Frank C. Guinta
Awarded 2008 University of New Hampshire Department of Health Management and Policy Alumni Award
Awarded 2006 "Top Forty Under Forty in NH", The Union Leader and the Business and Industry Association of NH
Awarded 1998 Most Valuable Officer, Medical Command, New Hampshire Army National Guard
Awarded 1997 Smoke Free New Hampshire Alliance Award of Merit
Awarded 1995 Employee of the Year, City of Manchester Department of Health
Adjunct Instructor, Dartmouth College, Dartmouth Medical School
Guest Lecturer, University of New Hampshire, School of Health and Human Services
Instructor, New Hampshire Institute for Local Public Health Practice

EDUCATION

Master of Public Health	Dartmouth Geisel School of Medicine, TDI, Hanover, NH	2005
Graduate Certificate in Public Health	Johns Hopkins Bloomberg School of Public Health, Baltimore, MD - ***CDC Scholarship Recipient***	2001
Principles of Epidemiology/Quantitative Methods	Harvard T. H. Chan School of Public Health, Cambridge, MA	1996
B.S. Health Management and Policy	University of New Hampshire, Durham, NH - ***U.S. Army Scholarship Recipient***	1989

CONTINUING EDUCATION

Leadership Academy and Quality Customer Service	City of Manchester Human Resources Department, NH	2017
Avoid-Deny-Defend Active Shooter Training	City of Manchester Police Department, NH	2016
Culture and Cultural Effectiveness	Southern New Hampshire AHEC, Raymond, NH	2015
Not on My Watch/Creating Child Safe Environments	Diocese of Manchester, Manchester, NH	2013
Reasonable Suspicion Training for Supervisors	City of Manchester Human Resources Department, NH	2010
WMD Incident Management/Unified Command	Domestic Preparedness Campus, Texas A & M University	2008
National Incident Management System Introduction, Introduction to the ICS and ICS for Initial Action Incidents	Emergency Management Institute, Emmitsburg, MD	2008
Introduction to GIS for Public Health Applications	CDC/National Center for Health Statistics, Washington, DC	1998
Introduction to Public Health Surveillance	CDC/Emory University, Atlanta, GA	1997
Measuring the Healthy People 2000 Objectives	CDC/National Center for Health Statistics, Washington, DC	1995
HIV/AIDS Counselor Partner Notification	NH Department of Health and Human Services, Concord, NH	1995

CERTIFICATIONS

Results-Based Accountability Professional Certification	Clear Impact, LLC, Rockville, MD	Expected 2019
Mental Health First Aid USA	National Council for Behavioral Health, Manchester, NH	2016
Adult CPR/AED, Pediatric CPR and First Aid	City of Manchester Health Department, Manchester, NH	2016
Basic Emergency Medical Technician	National Registry of EMT's, Derry, NH	1995
Aerobic/Fitness Instructor	SANTE, Dover, NH	1988

LEADERSHIP

Greater Manchester Chamber of Commerce	Board Member, Manchester, NH	2019-Present
Norwin S. and Elizabeth N. Bean Foundation	Past Chair and Trustee, Manchester, NH	2014-Present
St. Catherine of Siena Elementary School	Board of Directors, Manchester, NH	2014-Present
Granite United Way	Chair-Southern Region Community Impact Committee and Board of Directors, Manchester, NH	2008-Present
Mary Gale Foundation	Chair and Trustee, Manchester, NH	2007-Present
Neighborhood Health Improvement Strategy	Leadership Team Founding Member, Manchester, NH	1995-Present
CDC Health Promotion Research Center at Dartmouth	Board of Directors, Lebanon, NH	2015-2018
Greater Manchester Association Social Service Agencies	Executive Board, Manchester NH	1997-2017
Media Power Youth	Board of Directors, Manchester, NH	2007-2014
Mayor's Study Committee on Sex Offenders	Member, Manchester, NH	2008-2009
Mental Health Center of Greater Manchester	Board of Directors, Manchester, NH	2002-2008
Leadership New Hampshire	Associate, Concord, NH	2006-2007
Seniors Count Initiative – Easterseals NH	Member, Manchester, NH	2004-2006
New Hampshire Public Health Association	Board of Directors, Concord, NH	1999-2003

PROFESSIONAL EXPERIENCE

CITY OF MANCHESTER HEALTH DEPARTMENT **Manchester, NH** **1994 - Present**

Public Health Director **09/18 – Present**

Serves as the Chief Administrative Officer for the Department providing administrative oversight to all operations and activities including exclusive personnel responsibility, supervisory authority and budgetary authority
Supervises the routine assessment of the health of the community and recommends appropriate policies, ordinances and programs to improve the health of the community
Oversees investigations, communicable disease control, environmental inspections and investigations necessary to protect the public health and is also responsible for the provision of school health services in Manchester
Maintains effective working relationships with other City employees, the Board of Mayor and Alderman, business and community groups, outside auditors, State and Federal officials, representatives of the media and the public
Serves as the CEO of the Manchester Health Care for the Homeless Program (HRSA 330-h)

Deputy Public Health Director **05/07 – 8/18**

Provided Management, Supervisory, Budgetary and Technical Expertise Related to the Functions of a Multidisciplinary Local Public Health Department as Well as Other Human Service and Funding Organizations
Directed Complex Public Health Assessment Activities and Design Community Intervention Strategies To Address Public Health Concerns and Resident Needs
Coordinated the Administration of Multiple Grant Programs and Participate in Resource Development for the Department and the Community
Instrumental in Securing the Robert Wood Johnson Culture of Health Prize for the City of Manchester as One of Only Seven Communities Awarded Nationally in 2016
Assumed Duties of Public Health Director as Needed

Public Health Administrator **06/06 – 05/07**

Headed the Community Epidemiology and Disease Prevention Division and Provided Operational Support to Communicable Disease Control Functions
Provided Federal and State Grant Coordination and Leadership to Community Health Improvement Initiatives
Assumed Duties of Public Health Director as Needed

Community Epidemiologist/Health Alert Network Coordinator **11/02 – 06/06**

Headed the Public Health Assessment and Planning Division and the Health Alert Network of Greater Manchester
Provided Oversight to Federally-Funded Projects and Staff Including the U.S. Department of Justice Weed & Seed Strategy as well as the CDC's Racial and Ethnic Approaches to Community Health 2010 Initiative
Analyzed Population-Based Health Statistics and Provided Recommendations for Action in the Community for Public Health Improvement and Performance Measurement

Public Health Epidemiologist **06/96 – 11/02**

Defined Key Public Health Indicators and Conducted Ongoing Assessment of Community Health Status
Provided Continuous Analysis of Priority Areas as Identified by the Community to Help Shape Local and State Policies and Direction for Implementation of Effective Public Health Models
Local Partnership Member in the Kellogg and Robert Wood Johnson Foundations' National Turning Point Initiative, "Collaborating for a New Century in Public Health"

Tobacco Prevention Coalition Coordinator **11/95 - 12/96**

Mobilized the Community Through Youth Driven Initiatives
Addressed Youth Access to Tobacco Products
Prevented the Initiation of Tobacco Use by Children and Teens

Community Health Coordinator **11/94 - 12/96**

Analyzed and Addressed Public Health Needs of Low-Income and Underserved Populations
Coordinated Public Health Services with Community Health and Social Service Providers
Project Coordinator for "Our Public Health" Monthly Cable TV Program with 50,000 Household Viewership
Editor and Layout Designer for Quarterly Newsletter Sent to 400 Community, Health and Social Services Agencies

PRIMARY AUTHOR – SELECT COMMUNITY HEALTH IMPROVEMENT PLANS AND REPORTS

(To view the most recent, please visit http://www.manchesternh.gov/Departments/Health/Public-Health-Data)

- City of Manchester Health Department, *"Manchester Neighborhood Health Improvement Strategy"*, 2014
- City of Manchester Health Department, *"City of Manchester Blueprint for Violence Prevention"*, 2011
- Healthy Manchester Leadership Council Report, *"Believe in a Healthy Community: Greater Manchester Community Needs Assessment"*, 2009
- Manchester Sustainable Access Project Report, *"Manchester's Health Care Safety Net – Intact But Endangered: A Call to Action"*, 2008
- Seniors Count Initiative, *"Aging in the City of Manchester: Profile of Senior Health and Well-Being"*, 2006
- City of Manchester Health Department, *"Public Health Report Cards"*, 2005

PRIMARY AUTHOR – SELECT COMMUNITY HEALTH IMPROVEMENT PLANS AND REPORTS (continued)

- City of Manchester Health Department, *"Health Disparities Among Maternal and Child Health Populations in the City of Manchester Data Report"*, 2000
- Healthy Manchester Leadership Council Report, *"The Oral Health Status of the City of Manchester, Action Speaks Louder Than Words"*, 1999
- Healthy Manchester Leadership Council Report, *"Taking a Tough Look at Adolescent Pregnancy Prevention in the City of Manchester"*, 1998
- United Way Compass Steering Committee, *"Community Needs Assessment of Greater Manchester Data Report"*, 1997
- City of Manchester Health Department, *"Public Health Report Cards"*, Recognized in the National Directory of Community Health Report Cards, UCLA Center for Children, Families & Communities, 1996

ADDITIONAL PROFESSIONAL EXPERIENCE

JENNY CRAIG INTERNATIONAL — **Del Mar, CA** — **1989-1994**

Corporate Operational Systems Trainer — **11/91 - 10/94**

Traveled Internationally to Conduct Training Seminars for 500 Corporate Owned and Franchisee Centers
Sold and Provided Operational Systems and Services to Franchisee Centers in U.S., Puerto Rico, Canada and Mexico Including Installation, Setup, Training, Spanish Language Software, Implementation and Support
Developed Training Manuals, Seminar Handouts, Guides and Outlines
Audited Individual Centers Overall Management Performance and Adherence to Information System Procedures

Regional Assistant, Greater Boston Market — **09/89 - 11/91**

Opened the First 24 Weight Management Centers in the Northeast
Provided Operational and Logistical Support including the Hiring and Training of New Employees
Acquired, Summarized and Analyzed Performance Data from Centers
Provided Corporate Office with Weekly Marketing Analysis

GOLD'S GYM AND FITNESS — **Dover, NH** — **1988-1989**

Director of Aerobics and Fitness Instructor

Counseled Members on Self-Improvement Motivation in Nutrition, Fitness and Cardiovascular Programs

MILITARY SERVICE

U.S. ARMY MEDICAL SERVICE CORPS, Commissioned Officer, Major, Honorable Discharge — **1989-2005**

New Hampshire Army National Guard — **VA Hospital, Manchester, NH** — **1997-2005**

Responsible for Operationally Supporting the Medical and Dental Readiness of Nearly 1800 NHARNG Soldiers
Developed and Secured Funding for the Healthy NHARNG 2010 Wellness Initiative Designed to Improve Soldier Medical and Dental Readiness with a Special Emphasis on Individuals with Elevated Risk Factors for Poor Health Outcomes
Presented on the Health Status of the NHARNG at the New England State Surgeons' Conference and the New Hampshire Senior NCO and Commanders' Conferences
Served in the New Hampshire Army National Guard Counter Drug Task Force

Massachusetts Army Reserve — **Fort Devens, Devens, MA** — **1989-1997**

Recipient of the U.S. Army Commendation Medal Awarded for Heroism, Meritorious Achievement and Service
Directed 50 - 150 Troops Training and Discipline Including Team, Platoon and Detachment Leadership
Developed Motivational Skills to Inspire Troops with High Fatigue Levels Under Stressful Conditions
Served in Field Hospital and Infantry Training Battalion Environments

MILITARY TRAINING

AMEDD Officer Advanced Course Preventive Medicine Combat Health Services Planning and Estimation Nuclear, Biological and Chemical Threat	**Academy of Health Sciences, Fort Sam Houston, TX**	**1996**
Observer / Controller Qualification	**78th Division, 3/310th Infantry Regiment, MA**	**1995**
AMEDD Officer Basic Course	**Academy of Health Sciences, Fort Sam Houston, TX**	**1990**
Army Reserve Officers Training Course Distinguished Military Graduate Top 20% of 9,000 Nationally Directed 60 Cadets Training and Discipline	**University of New Hampshire, Durham, NH**	**1989**
Advanced Camp Training	**Fort Bragg, NC**	**1988**
Voluntary Officer Leadership Program	**10th Mountain Division (Light Infantry), Fort Drum, NY**	**1988**

Philip J. Alexakos, MPH, REHS
Manchester Health Department
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Manchester, NH 03101
628-6003 x307 (W)
471-0334 (H)
palexako@manchesternh.gov

EDUCATION

Bachelor of Science Degree, May 1994
Bates College, Lewiston, Maine
Major: Biology
3.0 GPA

Master of Public Health, May 2004
University of New Hampshire
Public Health Ecology Concentration
3.93 GPA

EXPERIENCE

2-19 to Present Chief Operating Officer , Manchester Health Department

Oversee the Infectious Disease and Environmental Health and Emergency Preparedness Branches at the Manchester Health Department (Health Protection Section). Serves as the Deputy Health Officer in matters of law and enforcement. Responsible for the day-to-day logistic and operational needs of the Department and facility. Serves as a liaison to elected officials and other partners in the matter of legislative policy development.

5-07 to 2-19 Public Health Preparedness Administrator
(Chief of Environmental Health and Emergency Preparedness)
Manchester Health Department, Manchester, NH

Oversee all aspects of the environmental health program as noted below. Responsible for the completion of tasks as required by the public health preparedness grants received by the Department. Serve as the Director of the Greater Manchester Medical Reserve Corps. Serves as the Chair of the Regional Public Health Emergency Preparedness Coordinating Committee. Functions as the environmental health and preparedness liaison to all municipalities and public health partners in the Greater Manchester Public Health Region. Plans and organizes local and regional preparedness exercises to meet or exceed

Federal, State and Local requirements. Teaches classes and provides trainings throughout the State on a variety of public health and preparedness topics. Serves on several preparedness and environmental health workgroups as requested.

8/10-present **Adjunct Faculty Member**
University of New Hampshire, School of Health Management and Policy, Master of Public Health Program

Teaches a graduate level course on environmental health, integrating broad global concepts and local application of interventions and strategies. The course is designed to require critical thinking and analysis of the effects of environmental health issues on all affected stakeholders. Serves as a Faculty Advisor for Field Study and Capstone Students and Student groups.

12/01 to 5/07 **Senior Public Health Specialist and Supervisor of Environmental Health**
Manchester Health Department, Manchester, NH

Immediate supervisor of the environmental health division. Performed all tasks under the senior environmental health specialist job description. Provided assistance to all staff in the division as well as peers across the Public Health Preparedness catchment area. Served as an executive board member of food safety and lead poisoning prevention coalitions. Evaluated employees for performance and departmental objectives and outcomes. Taught classes in core functions of public health and environmental health for the Institute for Local Public Health Practice.

1/07 to 1/09 **Adjunct Faculty Member**
Southern New Hampshire University, School of Hospitality, Tourism and Culinary Management

Taught an undergraduate class on Sanitation, Safety and Security as it relates to food service, hospitality and hotel operations. This class incorporated two separate curricula. The first, using the National Restaurant Association's ServSafe text and Instructor resources to prepare students for the certification exam as a measurement of competency. The second using the American Hotel and Lodging Association's Security and Loss Prevention Management text with an optional certification exam to demonstrate competencies beyond the final exam.

12/97- 12/01 **Senior Environmental Health Specialist**
Manchester Health Department, Manchester, NH

Mentored environmental health specialists. Performed duties as noted in environmental health specialist description below. In addition, performed subsurface sewage disposal systems inspections and soil analyses. Provided lead poisoning prevention education for property owners and tenants. Lead investigations of foodborne illnesses or other projects as assigned by the Chief of the Division.

12/94- 12/97 **Environmental Health Specialist**
Manchester Health Department, Manchester, NH

Performed duties related to a comprehensive environmental health program, including but not limited to: inspection of food service establishments, inspection of institutional inspections, swimming pool inspections, plan review, investigation of public health nuisance complaints. Hosted, produced and edited "Our Public Health", a monthly, Manchester cable access program addressing important topics in public health, reaching a potential audience of 80,000 people.

8/94-12/94 **Chemistry Lab Instructor**
Notre Dame College, Manchester, NH

Responsible for the set-up and instruction of chemistry laboratory sessions in General Chemistry for science majors. Lectured for the Professor in her absence. Tutored students in Biology and Chemistry.

PROFESSIONAL QUALIFICATIONS

- Registered Environmental Health Specialist, NEHA, Certificate Number: 90000351
- Licensed Sub-Surface Sewage Disposal Systems Designer, State of NH, Permit Number : 1385
- State of NH Department of Environmental Services Sub-Surface Sewage Disposal System, Inspector
- ServSafe Instructor/Proctor, National Restaurant Association, Certificate Number: 12007165
- Licensed Lead Sampling Technician, EPA, Certificate: LST-114, 2001
- Certified Pool Operator, 2003
- Certified HAPSITE Technician, 2003

PROFESSIONAL ORGANIZATIONS and COMMITTEES

- Member, National Environmental Health Association (NEHA), 2001- present
- Government Access Producer, Manchester Community Television, 1995- present
- Board Member, New Hampshire Indoor Air Quality Association-Manchester Chapter 2009-Present

- Governor Appointee on the Council on the Relationship Between the Environment and Public Health, 2006-2010 (sunset)
- Governor Appointee on the Health and Human Services Oversight Subcommittee-Food Services Performance Audit (2016-sunset)
- Director, Greater Manchester Medical Reserve Corps, August 2008-present
- Bed Bug Action Committee, 2009-present
- Public Health Nuisance Workgroup, 2014
- Shelter Surveillance Committee, 2014-present
- Shelter Food and Hydration Committee, 2014-present
- Granite State Health Care Coalition, Leadership, 2017-present

CONTINUING EDUCATION

Foodborne Disease and Control, CDC, 1995
Hazard Analysis of Critical Control Points, FDA, 1995
Warrington Microlead I X-ray Fluorescence Analyzer Operation, 1995
Introduction to Soil Science, University of NH, 1996
Orientation to Indoor Air Quality, Harvard School of Public Health, 1996
Principles of Epidemiology, CDC, 1996
Investigation of an Outbreak of Pharyngitis, CDC, 1997
Epidemiology in Action, CDC/Emory University, Atlanta, GA, 1997
Communicable Disease Control, CDC, 1997
Food Microbiological Control, FDA, 1998
Investigating Foodborne Illness, FDA, 1999
Intermediate Methods in Epidemiology, CDC/Emory University, Atlanta, GA, 2000
Environmental Health Sciences, CDC, 2000
National Fire Academy, Emergency Response to Terrorism: Basic Concepts, 2001
HAPSITE certification, December 2003
Level A Hazmat trained, 2003
Certified Pool Operator Class, 2003
Applied Communicable Disease Investigation, Control and Microbiology, 2004
NIMS Training and Certification, 2006
Avian Influenza Rapid Response, CDC, CSTE, 2007
Public Safety WMD Response — Sampling Techniques
and Guidelines (PER-222), LSU, 2007
Incident Command Trainings (IS-100a, IS-120, IS-200a, IS 700, IS-300, MGT-313, IS-860a, IS-546a)
HSEEP Evaluator, 2008
Psychological First Aid, 2008
Disaster Epidemiology (CASPER and ACE), April 21-23, 2014
CDC SNS Mobil Prep Course, October 2014

COMMUNITY ACTIVITIES

- Referee, United States Soccer Federation (1988- 2002, 2018)
- Referee, National Intercollegiate Soccer Officials Association (1999- 2004)

- Referee, National Federation of High Schools (soccer) (1994-present)
- Volunteer Soccer Coach, Town of Bedford, Global Premier Soccer and Bedford Athletic Club, NH (2007-present)

Conversant in Spanish

References available upon request

Gabriela Walder
1528 Elm Street
Manchester, NH 03101

Objective: To find a Business Services Officer position with a progressive, innovative organization that will utilize the skills my educational and work experiences have provided me.

Education: State of NH Certified Public Management Program – Completed 2009

State of NH Certified Public Supervisor Program – Completed 2004

Southern New Hampshire University – Graduated May 2001
Master of Science in Accounting
Undertook and completed all coursework while employed full time

Southern New Hampshire University – Graduated May 1993
Bachelors in Business Administration – Major in Human Resources
Undertook and completed all coursework while employed full time

Manchester Central High School – Graduated June 1987
Excelled in advanced courses

11/04 to Present City of Manchester Health Dept/Business Svcs Officer

* Administer & manage fiscal operations for Health Dept
* Advise dept head & supervisory personnel on fiscal matters
* Maintain and reconciles over 20 State and federally funded grants
* Assist in the preparation of annual budget
* Provide Human Resource support for all new hires and current employees
* Process Accounts payable, payroll, & accounts receivables
* Monitor & review general ledger, accounts receivable, payroll, purchasing, accounts payable, cash flow, budget, and other related reports as needed
* Perform other directly related duties consistent the classification

7/98 to 11/04 City of Manchester HR/Compensation Mgr

- Process payroll for the City of Manchester
- Prepare reports in Cognos for departments as needed
- Prepare annual budgets for salary and benefits for entire City
- Prepare 941 and State Unemployment Rpt on quarterly basis
- Analyze and reconcile salary and benefit accounts
- Assisted in financial software conversion for entire City
- Supervise three employees
- Extensive knowledge of Federal & State labor laws

11/97 to 7/98 Manchester School District Account Clerk

- Processed payables for School department
- Prepared purchase orders as required by departments
- Analyzed and reconciled various accounts
- Prepared financial queries and reports as requested by Administrator

Gabriela Walder
1528 Elm Street
Manchester, NH 03101

4/97 to 11/97 **Digital Equipment Corporation** **CIP Accountant**

- Maintained CIP balances and capitalized fixed assets
- Responsible for month end interplant processing and reconciliations
- Processed journal entries for CIP
- Processed paperwork for asset transfers and write-offs

11/95 to 4/97 **Digital Equipment Corporation** **Lead Accountant**

- Responsible for processing invoices for US and Canada
- Resolved problems/issues with vendors and buyers
- Reconciled several ledger accounts
- Prepared various monthly reports for management

4/94 to 11/95 **Moore Business Forms** **Cost Accountant**

- Assisted in preparation of quarterly and annual budgets
- Prepared normal hour rates, job costs, and accounting cost reports
- Assisted with weekly payroll processing
- Worked with monthly financial statements
- Performed other duties as requested by Accountant and Controller

8/90 to 4/94 **Moore Business Forms** **Senior Accountant**

- Reconciled several ledger accounts and worked with Financial Statements
- Approved the payment of invoices
- Controlled capital expenses and maintained fixed asset files
- Assisted with payroll and provided complete coverage when needed

3/89 to 8/90 **Moore Business Forms** **Accounts Payable Clerk**

- Processed invoices for payment and resolved problems as needed
- Verified information on invoices and matched to pertaining orders
- Maintained vendor files

5/88 to 3/89 **Moore Business Forms** **Purchasing Clerk**

- Contacted vendors regarding past due orders
- Responsible for special order materials
- Assisted the Purchasing Agent and the Accounts Payable Clerk

Technical Skills: Proficient in Microsoft Word, Excel, PowerPoint, Cognos, HTE, AS-400 Query, can type over 65 w.p.m., fluent in writing and speaking Spanish.

[redacted]

SARAH G. MORRIS

EDUCATION

University of New England Graduated 2013
Master of Public Health *GPA: 3.69*

University of Maine Graduated 2007
Bachelor of Science in Kinesiology and Physical Education, Concentration in Health Fitness and Sports Medicine

WORK EXPERIENCE

Manchester Health Department – Manchester, NH 2014 - Present
Public Health Specialist for Emergency Preparedness

- Conduct plan reviews and revisions to ensure requirements are met of the Public Health Emergency Preparedness work plan
- Participate in the design, implementation, and evaluation of emergency preparedness exercises
- Serve as the Regional Public Health Network Coordinator
- Serve as the Greater Manchester Medical Reserve Corps Coordinator
- Member of the Incident Response Team/MACE Staff in the event of an emergency

Environmental Health Specialist

- Perform comprehensive inspections of food service establishments
- Inspect educational institution facilities
- Conduct aquatic facility inspections
- Complete plan reviews to ensure health code requirements are met for new food service establishments
- Investigate public health nuisance complaints
- Assist in the development of educational outreach regarding food safety and instruct food safety seminars for large and small audiences
- Collect water samples from the City of Manchester's natural bathing areas
- Participate in the health departments arboviral surveillance program by assisting with the entrapment and collection of mosquitos from various sites throughout the City of Manchester

Concord Hospital – Concord, NH 2010 – 2014
Patient Care Coordinator

- Primary point of contact for patients
- Manage schedule of 24 Physical Therapists, Physical Therapist Assistants, and Occupational Therapists
- Answer telephone calls and determine the appropriate course of action for each call
- Maintain electronic medical records
- Assist with editing documents for patient education and ensuring they are at the appropriate literacy level for the general public
- Maintain a daily report on referred patients who have not yet scheduled an appointment
- Prepare charge review report for management daily

Rehab Aide I – Outpatient

- Assist therapists with basic patient treatments
- Communicate with outside departments
- Perform housekeeping and support functions
- Manage supply inventories and ordering

Exercise Specialist – Cardiac and Pulmonary Rehabilitation Department

- Conduct and supervise Cardiac and Pulmonary Maintenance Exercise Program classes
- Provide group and individual exercise education
- Complete Cardiac Rehabilitation Program evaluations

YMCA of Greater Manchester – Goffstown, NH 2010 –2011

Assistant Swim Coach

- Provide a structured workout plan for each practice session, with emphasis on stroke technique and enhancement
- Implement workout plan by providing examples of proper technique, descriptions of drills to be performed, and feedback

Frederick's Pastries – Amherst, NH and Bedford, NH 2008 –2010

Assistant Manager – Bedford Location

- Decorate cakes to meet customer and company specifications
- Work under strict time constraints to meet customer pick up schedules
- Responsible for closing the store at the end of the day; including emptying cash register and taking inventory

INTERNSHIP/VOLUNTEER EXPERIENCE

The Learning Disabilities Association of Maine 2013

Consultant

- Research chemicals deemed a high concern and develop written reports on those chemicals to be used for consumer education and lobbying efforts
- Collaborate with team members to ensure up-to-date and accurate information

The Environmental Health Strategy Center – Portland, ME 2013

Intern, Coalition and Grassroots Advocacy

- Prioritize chemicals of high concern under the Kid Safe Products Act
- Create consumer tips and fact sheets for a community outreach program
- Schedule and participate in community outreach programs for EHSC using consumer tips and other education materials

Eastern Maine Medical Center – Brewer, ME 2007

Intern, Community Wellness Service

- Develop marketing and sales techniques for promoting wellness programs
- Provide on-site services to employers of large and small companies; assess employee health through Health Risk Appraisal screenings
- Work with clients in individual and group settings
- Participate in community health screening events

Bangor Chamber of Commerce – Bangor, ME 2007

Intern, Bangor Region Wellness Council

- Assist in the development and implementation of programs to increase membership in the Wellness Council
- Help maintain the Council's website and working databases
- Meet with corporate leaders to introduce employee wellness programs and help incorporate these programs into their business

TRAININGS/CERTIFICATIONS

ICS 100 – Introduction to Incident Command System

IS 700a – National Incident Management System (NIMS)

ICS 200 – ICS for Single Resources and Initial Action Incident

IS 120a – An Introduction to Exercises

IS 130 – Exercise Evaluation and Improvement Planning

L144 – Homeland Security Exercise and Evaluation Program (HSEEP)

ICS 300 – Intermediate ICS for Expanding Incidents

HAZWOPER Awareness Training

ServSafe Certified

Certified Pool Operator

GROUPS/ACTIVITIES/AWARDS RECEIVED

Member of the National Environmental Health Association

University of Maine Swimming and Diving Team

- Four year varsity team member
- Recipient of the Chandler Comeback Award, 2005
- Recipient of the Senior Service Award, 2007

Athletic Training Student Organization (University of Maine)

Bronze Medal Scholar Athlete Award Recipient (University of Maine)

NICOLE T. LOSIER, MSN, RN

EDUCATION:

Master of Science in Nursing 2007
University of New Hampshire Durham, NH
Sigma Theta Tau International Honor Society of Nursing

Bachelor of Science in Behavioral Neuroscience, Minor in Philosophy 1996
Northeastern University Boston, MA
Magna Cum Laude • Outstanding Co-op Achievement Award • Amelia Peabody Scholar • Carl S. Ell Scholar • Dean's List • Honors Program

NURSING EXPERIENCE:

Public Health Nurse Supervisor March 2014 – Present
City of Manchester Manchester, NH
Supervise Community Health staff including Certified Community Health Nurses, Community Health Nurses, Public Health Specialist, Registered Dental Hygenist and Dental Assistant • Plan, direct and evaluate community health programs • Compile monthly, quarterly, semi-annual and annual reports for community health programs • Develop and prepare budget and grant requests

Community Health Nurse July 2013 – March 2014
City of Manchester Manchester, NH
Conduct case investigations for reported communicable disease cases • Provide case management for high-risk latent Tuberculosis infections and active Tuberculosis cases • Provide clinical services including: child and adult immunizations, STD/HIV counseling & testing, Mantoux skin testing • Point person for the Tuberculosis program in Manchester

School Nurse II August 2011 – June 2013
City of Manchester Manchester, NH
Promote and maintain the health of school children • Obtain student health histories and maintain cumulative health records • Administer medication to students as prescribed • Develop emergency care plans and medical alert lists and review with appropriate personnel • Provide first aid • Perform health screenings and assessments • Develop health portion of Individual Education Plans • Provide individual and group health education to students and staff • Collect and maintain data on school health issues • Establish and maintain working relationships with staff, school officials, students and parents

Public Health Nurse II November 2007 – August 2011
City of Nashua Nashua, NH
Provide clinical services including: child and adult immunizations, STD/HIV counseling & testing, Mantoux skin testing, blood lead screening • Conduct case investigations for reported communicable disease cases • Provide case management for high-risk latent Tuberculosis infections and active Tuberculosis cases • Manage and coordinate the Tuberculosis program in Nashua (2008-2010) including producing monthly, semi-annual and annual reports • Review client healthcare records for quality assurance purposes • Manage and coordinate the Communicable Disease program in Nashua (2009-2011) including producing monthly reports • Participate in the planning and exercise of emergency preparedness activities including written plans, trainings and drills • Develop educational materials • Provide education regarding healthcare topics to individual clients, area agencies and community groups • Serve as a preceptor for undergraduate nursing students • Completed ICS 100, 200, 300, 700 & 800 training • Completed the Local Public Health Institute Series of Public Health Courses (Manchester Health Department)

Clinical Nurse I, *Fuller Unit* January - September 2007
Elliot Hospital Manchester, NH
Provide safe and effective nursing care in a medical surgical environment • Provide a therapeutic and trusting environment for patient care • Perform comprehensive assessments, document findings, develop, implement and evaluate nursing care plans • Effectively utilize the EPIC electronic medical record system • Familiar with catheters, nasogastric tubes, chest tubes, wound-vac dressings and ostomy appliances

STUDENT NURSING EXPERIENCE:

Student Nurse, *Fuller Unit (Medical/Surgical)* October – December 2006
Elliot Hospital Manchester, NH

Student Nurse, *Pediatric Unit* August – October 2006
Lawrence General Hospital Lawrence, MA

Student Nurse, *Maternity Unit* August – October 2006
Wentworth-Douglass Hospital Dover, NH

Student Nurse May – July 2006
Concord Regional Visiting Nurses Association Concord, NH

Student Nurse, *The Pavilion / Behavioral Health Unit* May – July 2006
Portsmouth Regional Hospital Portsmouth, NH

Student Nurse, *Murphy Unit (Medical/Surgical)* January – May 2006
Catholic Medical Center Manchester, NH

RESEARCH EXPERIENCE:

Research Associate 2002 – 2005
Curis, Inc., Neuroscience Cambridge, MA

Senior Research Assistant, *Dr. James Stellar's Behavioral Neuroscience Laboratory* 2001 – 2002
Northeastern University, Department of Psychology Boston, MA

Graduate Student, *Dr. Peter Shizgal's Behavioural Neurobiology Laboratory* 1997 – 2001
Concordia University, Department of Psychology Montreal, Quebec

Laboratory Technician, *Dr. Barbara Waszczak's Research Laboratory* 1997
Northeastern University, Department of Pharmaceutical Sciences Boston, MA

Laboratory Technician, *Dr. Ralph Loring's Research Laboratory* 1996 – 1997
Northeastern University, Department of Pharmaceutical Sciences Boston, MA

Research Assistant, *Dr. James Stellar's Behavioral Neuroscience Laboratory* 1992 – 1996
Northeastern University, Department of Psychology Boston, MA

PRESENTATIONS AND PUBLICATIONS:

Losier, N.T. (2007). Lead screening in Nashua, NH. Capstone Project.

Boucher, N.T., Bless, E., Brebeck, D., Albers, D.S., Guy, K., Rubin, L.L., & Dellovade, T.L. (2004). Treatment with hedgehog agonist reduces apomorphine – induced rotations in 6-OHDA lesioned rats. 34th Annual Meeting of the Society for Neuroscience, San Diego, CA, October, 2004.

Dellovade, T.L., Bless, E., Brebeck, D., Albers, D.S., Allendoerfer, K.L., Guy, K., **Boucher, N.T.**, & Rubin, L.L. (2004). Treatment with hedgehog agonist decreases infarct volume in rat model of stroke. 34th Annual Meeting of the Society for Neuroscience, San Diego, CA, October, 2004.

Dellovade, T.L., Bless, E., Albers, D.S., Brebeck, D., Guy, K., **Boucher, N.**, Qian, C., Munger, W., Dudek, H., and Rubin, L.L. (2003). Efficacy of Small-Molecule Hedgehog Agonists in Models of Excitotoxicity. 33rd Annual Meeting of the Society for Neuroscience, New Orleans, LA, November 2003.

Waszczak, B.L., Martin, L., **Boucher, N.**, Zahr, N., Sikes, R.W., and Stellar, J.R. Electrophysiological and behavioral output of the rat basal ganglia after intrastriatal infusion of d-amphetamine: lack of support for the basal ganglia model. Brain Research, 920 (2001): 170-182.

Martin, L.P., **Boucher, N.T.**, Finlay, H., Stellar, J.R., and Waszczak, B.L. (1997). Correlation of Electrophysiological and Behavioral Output of the Rat Basal Ganglia after Infusion of Dopamine (DA) Agonists: A New Approach, New Data. 27th Annual Meeting of the Society for Neuroscience, New Orleans, LA, October 1997.

Boucher, N. (1996). Effects of Substantia Innominata Lesions on Medial Forebrain Bundle Self-Stimulation Reward. Honors Thesis.

Stellar, J.R., Johnson, P.I., Hall, F.S., **Boucher, N.**, & Tehraney, P. (1995). Ipsilateral Ventral Tegmental Area Excitotoxic Lesions Do Not Reliably Disrupt Lateral Hypothalamic Self-Stimulation Reward. 25th Annual Meeting of the Society for Neuroscience, San Diego, CA, November 1995.

Stellar, J.R., Jaehn, L., & **Boucher, N.** (1993). Multiple electrode arrays, HZ-I trade-offs, and MFB reward anatomy in rats. 23rd Annual Meeting of the Society for Neuroscience, Washington, DC, November 1993.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Anna Thomas	Public Health Director	$136,714	0	$0.00
Philip Alexakos	Public Health Administrator	$109,974	15	$16,496
Gabriela Walder	Business Services Officer	$100,762	0	$0.00
Sarah Morris	Public Health Specialist II	$32,486	100	$32,486
Nicole Losier	Public Health Nurse Supervisor	$83,265	50	$41,632.50

Subject: Regional Public Health Network Services SS-2019-DPHS-28-REGION-03

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name County of Cheshire		1.4 Contractor Address 12 Court St., Keene, NH 03431	
1.5 Contractor Phone Number 603-355-3023	1.6 Account Number See Attached	1.7 Completion Date June 30, 2021	1.8 Price Limitation $600,792.
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Charles F. Weed		1.12 Name and Title of Contractor Signatory Charles Weed, Chair County Commissioners	

1.13 Acknowledgement: State of New Hampshire, County of Cheshire

On 5/29/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Sherry H. Collins [Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Sherry H. Collins, Notary Public

1.14 State Agency Signature Date: 5/31/19	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/3/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Date 5/29/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials CAH
Date 5/29/19

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials CAW

Date 5/29/19

Block 1.6 Account Number

1.6 Account Number

05-95-090-51700000-547-500394

05-95-090-51780000-103-502664

05-95-090-79640000-102-500731

05-95-090-80110000-102-500731

05-95-092-33800000-102-500731

05-95-090-75450000-102-500731

05-95-090-22390000-102-500731

05-95-095-79360000-102-500731

Scope of Services

1. Provisions Applicable to All Services

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

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient), in accordance with 2 CFR 200.300.

2. Scope of Services

2.1. Lead Organization to Host a Regional Public Health Network (RPHN)

2.1.1. The Contractor shall serve as a lead organization to host a Regional Public Health Network for the Greater Monadnock as defined by the Department, to provide a broad range of public health services within one or more of the state's thirteen designated public health regions. The purpose of the RPHNs statewide are to coordinate a range of public health and substance misuse-related services, as described below to assure that all communities statewide are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services that include, but are not limited to:

2.1.1.1. Sustaining a regional Public Health Advisory Council (PHAC),

2.1.1.2. Planning for and responding to public health incidents and emergencies,

2.1.1.3. Preventing the misuse of substances,

2.1.1.4. Facilitating and sustaining a continuum of care to address substance use disorders,

2.1.1.5. Conducting a community-based assessment related to childhood lead poisoning prevention, and

2.1.1.6. Implementing climate and health adaptation initiatives

2.1.1.7. Ensuring contract administration and leadership

2.2. Public Health Advisory Council

2.2.1. The Contractor shall coordinate and facilitate the regional Public Health Advisory Council (PHAC) to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

2.2.1.1. Maintain a set of operating guidelines or by-laws for the PHAC

2.2.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team with the authority to:

2.2.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

2.2.1.2.2. Address emergent public health issues as identified by regional partners and the Department and mobilize key regional stakeholders to address the issue.

2.2.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

2.2.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

2.2.1.2.5. Make recommendations within the public health region and to the state regarding funding and priorities for service delivery based on needs assessments and collection.

2.2.1.3. PHAC leadership team shall meet at least quarterly in order to:

2.2.1.3.1. Ensure meeting minutes are available to the public upon request.

2.2.1.3.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

2.2.1.4. Ensure a currently licensed health care professional will serve as a medical director for the RPHN who shall perform the following functions that are not limited to:

2.2.1.4.1. Write and issue standing orders when needed to carry out the programs and services funded through this agreement

2.2.1.4.2. Work with medical providers and the Department on behalf of the PHAC on any emergent public health issues. Participate in the Multi-Agency Coordinating Entity (MACE) during responses to public health emergencies as appropriate and based on availability.

2.2.1.5. Conduct at least biannual meetings of the PHAC.

2.2.1.6. Develop annual action plans for the services in this Agreement as advised by the PHAC.

2.2.1.7. Collect, analyze and disseminate data about the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

2.2.1.8. Maintain a current Community Health Improvement Plan (CHIP) that is aligned with the State Health Improvement Plan (SHIP) and informed by other health improvement plans developed by other community partners;

2.2.1.9. Provide leadership through guidance, technical assistance and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

2.2.1.10. Publish an annual report disseminated to the community capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities.

2.2.1.11. Maintain a website, which provides information to the public and agency partners, at a minimum, includes information about the PHAC, CHIP, SMP, CoC, YA and PHEP programs.

2.2.1.12. Conduct at least two educational and training programs annually to RPHN partners and others to advance the work of RPHN.

2.2.1.13. Educate partners and stakeholder groups on the PHAC, including elected and appointed municipal officials.

2.2.1.14. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

2.3. Public Health Emergency Preparedness

2.3.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity of partnering organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies as follows:

2.3.1.1. Ensure that all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions as follows:

2.3.1.2. Convene and coordinate a regional Public Health Emergency Preparedness (PHEP) coordinating/planning committee/workgroup to improve regional emergency response plans and the capacity of partnering entities to mitigate, prepare for, respond to and recover from public health emergencies.

2.3.1.3. Convene at least quarterly meetings of the regional PHEP committee/workgroup.

2.3.1.4. Ensure and document committee/workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA) annually.

2.3.1.5. Maintain a three-year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by CDC.

2.3.1.6. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

2.3.1.7. Submit an annual work plan based on a template provided by the Department of Health and Human Services (DHHS).

2.3.1.8. Sponsor and organize the logistics for at least two trainings annually for regional partners. Collaborate with the DHHS, Division of Public Health Services

(DPHS), the Community Health Institute (CHI), NH Fire Academy, Granite State Health Care Coalition (GSHCC), and other training providers to implement these training programs.

2.3.1.9. Revise on an annual basis the Regional Public Health Emergency Anne (RPHEA) based on guidance from DHHS as follows:

2.3.1.9.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by DHHS.

2.3.1.9.2. Develop new appendices based on priorities identified by DHHS using templates provided by DHHS.

2.3.1.9.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

2.3.1.9.4. Participate in workgroups to develop or revise components of the RPHEA that are convened by DHHS or the agency contracted to provide training and technical assistance to RPHNs.

2.3.1.10. Understand the hazards and social conditions that increase vulnerability within the public health region including but not limited to cultural, socioeconomic, and demographic factors as follows:

2.3.1.10.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

2.3.1.10.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

2.3.1.11. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in

the planning and response to a public health incident or emergency.

2.3.1.12. Regularly communicate with the Department's Area Agency contractor that provides developmental and acquired brain disorder services in your region.

2.3.1.13. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

2.3.1.14. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

2.3.1.15. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

2.3.1.16. Maintain the capacity to utilize WebEOC, the State's emergency management platform, during incidents or emergencies. Provide training as needed to individuals to participate in emergency management using WebEOC.

2.3.1.17. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

2.3.1.18. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

2.3.1.19. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the DHHS' SNS Coordinator to identify appropriate actions and priorities, that include, but are not limited to:

2.3.1.19.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans;

2.3.1.19.2. Annual submission of either ORR or self-assessment documentation;

2.3.1.19.3. ORR site visit as scheduled by the CDC and DHHS;

2.3.1.19.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

2.3.1.20. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies as follows:

2.3.1.20.1. Prior to purchasing new supplies or equipment, execute MOUs with agencies to store, inventory, and rotate these supplies.

2.3.1.20.2. Upload, at least annually, a complete inventory to a Health Information Management System (HIMS) identified by DHHS.

2.3.1.21. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector as follows:

2.3.1.21.1. Maintain proficiency in the volunteer management system supported by DHHS.

2.3.1.21.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy during an incident or emergency.

2.3.1.21.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

2.3.1.21.4. Conduct notification drills of volunteers at least quarterly.

2.3.1.22. As requested, participate in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

2.3.1.23. As requested by the DPHS, participate in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

2.3.1.24. As requested by DPHS, plan and implement targeted Hepatitis A vaccination clinics. Clinics should be held

at locations where individuals at-risk for Hepatitis A can be accessed, according to guidance issued by DPHS.

2.4. Substance Misuse Prevention

2.4.1. The Contractor shall provide leadership and coordination to impact substance misuse and related health promotion activities by implementing, promoting and advancing evidence-based primary prevention approaches, programs, policies, and services as follows:

2.4.1.1. Reduce substance use disorder (SUD) risk factors and strengthen protective factors known to impact behaviors.

2.4.1.2. Maintain a substance misuse prevention SMP leadership team consisting of regional representatives with a special expertise in substance misuse prevention that can help guide/provide awareness and advance substance misuse prevention efforts in the region.

2.4.1.3. Implement the strategic prevention model in accordance with the SAMHSA Strategic Prevention Framework that includes: assessment, capacity development, planning, implementation and evaluation.

2.4.1.4. Implement evidenced-informed approaches, programs, policies and services that adhere to evidence-based guidelines, in accordance with the Department's guidance on what is evidenced informed.

2.4.1.5. Maintain, revise, and publicly promote data driven regional substance misuse prevention 3-year Strategic Plan that aligns with the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan, and the State Health Improvement Plan).

2.4.1.6. Develop an annual work plan that guides actions and includes outcome-based logic models that demonstrates short, intermediate and long term measures in alignment the 3-year Strategic Plan, subject to Department's approval.

2.4.1.7. Advance and promote and implement substance misuse primary prevention strategies that incorporate

the Institute of Medicine (IOM) categories of prevention: universal, selective and indicated by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families and communities.

2.4.1.8. Produce and disseminate an annual report that demonstrates past year successes, challenges, outcomes and projected goals for the subsequent year.

2.4.1.9. Comply with federal block grant requirements for substance misuse prevention strategies and collection and reporting of data as outlined in the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

2.4.1.10. Ensure substance misuse prevention is represented at PHAC meetings and with an exchange of bi-directional information to advance efforts of substance misuse prevention initiatives.

2.4.1.11. Assist, at the direction of BDAS, SMP staff with the Federal Block Grant Comprehensive Synar activities that consist of, but are not limited to, merchant and community education efforts, youth involvement, and policy and advocacy efforts.

2.5. Continuum of Care

2.5.1. The Contractor shall provide leadership and/or support for activities that assist in the development of a robust continuum of care (CoC) utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC) as follows:

2.5.1.1. Engage regional partners (Prevention, Intervention, Treatment, Recovery Support Services, primary health care, behavioral health care and other interested and/or affected parties) in ongoing update of regional assets and gaps, and regional CoC plan development and implementation.

2.5.1.2. Work toward, and adapt as necessary and indicated, the priorities and actions identified in the regional CoC development plan.

2.5.1.3. Facilitate and/or provide support for initiatives that result in increased awareness of and access to services, increased communication and collaboration among providers, and increases in capacity and delivery of services.

2.5.1.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan and service capacity increase activities.

2.5.1.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work such as Integrated Delivery Networks.

2.5.1.6. Work with the statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek help (health, education, safety, government, business, and others) in every community in the region.

2.5.1.7. Engage regional stakeholders to assist with information dissemination.

2.6. Childhood Lead Poisoning Prevention Community Assessment

2.6.1. The Contractor shall participate in a statewide meeting, hosted by the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP), to review data and other information specific to the burden of lead poisoning within the region as follows:

2.6.1.1. Partner with the HHLPPP to identify and invite a diverse group of regional partners to participate in a regional outreach and educational meeting on the burden of lead poisoning. Partners may include, but are not limited to, municipal governments (e.g. code enforcement, health officers, elected officials) school administrators, school boards, hospitals, health care providers, U.S. Housing and Urban Department lead hazard control grantees, public housing officials, Women, Infant and Children programs, Head Start and Early Head Start programs, child educators, home visitors, legal aid, and child advocates.

2.6.1.2. Collaborate with partners from within the region to identify strategies to reduce the burden of lead poisoning in the region. Strategies may include, but are not limited to, modifying the building permit process, implementing the Environmental Protection Agency's Renovate, Repair and Paint lead safe work practice training into the curriculum of the local school district's Career and Technical Center, identify funding sources to remove lead hazards from pre-1978 housing in the community, increase blood lead testing rates for one and two year old children in local health care practices, and/or implement pro-active inspections of rental housing and licensed child care facilities.

2.6.1.3. Prepare and submit a brief proposal to the HHLPPP identifying strategy(s) to reduce the burden of lead poisoning, outlining action steps and funding necessary to achieve success with the strategy over a one-year period.

2.7. Climate and Health Adaptation

2.7.1. Participate in up to two (2) half-day trainings provided by the Department in Concord, New Hampshire regarding how to design, implement, and evaluate an Evidence-Based Public Health (EBPH) intervention according to the framework for Building Resilience Against Climate Effects (BRACE).

2.7.2. Collaborate with the Department on the development of the evidence-based intervention that establishes measurable objectives and evaluates change or improvements over time.

2.7.3. Implement a minimum of one (1) EBPH intervention designed to address the priority weather hazard and/or health impact identified in the planning phase in order to improve public health at the population level.

2.7.4. Complete the intervention and demonstrate that its strategies have resulted in a change in health behaviors or health outcomes.

2.7.5. Write a report estimated at ten to fifteen (10-15) pages in length on the intervention methods, results, and evaluation of success.

2.8. Contract Administration and Leadership

2.8.1. The Contactor shall introduce and orient all funded staff to the work of all the activities conducted under the contract as follows.

2.8.1.1. Ensure detailed work plans are submitted annually for each of the funded services based on templates provided by the DHHS.

2.8.1.2. Ensure all staff have the appropriate training, education, experience, skills, and ability to fulfill the requirements of the positions they hold and provide training, technical assistance or education as needed to support staff in areas of deficit in knowledge and/or skills.

2.8.1.3. Ensure communication and coordination when appropriate among all staff funded under this contract.

2.8.1.4. Ensure ongoing progress is made to successfully complete annual work plans and outcomes achieved.

2.8.1.5. Ensure financial management systems are in place with the capacity to manage and report on multiple sources of state and federal funds, including work done by subcontractors.

3. Training and Technical Assistance Requirements

3.1. The Contractor shall participate in training and technical assistance as follows:

3.1.1. Public Health Advisory Council

3.1.1.1. Attend semi-annual meetings of PHAC leadership convened by DPHS/BDAS.

3.1.1.2. Complete a technical assistance needs assessment.

3.1.2. Public Health Emergency Preparedness

3.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by DPHS/ESU. Complete a technical assistance needs assessment.

3.1.2.2. Attend up to two trainings per year offered by DPHS/ESU or the agency contracted by the DPHS to provide training programs.

3.1.3. Substance Misuse Prevention

3.1.3.1. SMP coordinator shall attend community of practice meetings/activities.

3.1.3.2. At DHHS' request engage with ongoing technical assistance to ensure the RPHN workforce is knowledge, skilled and has the ability to carry out all scopes of work (e.g. using data to inform plans and

evaluate outcomes, using appropriate measures and tools, etc.)

3.1.3.3. Attend all bi-monthly meetings of SMP coordinators.

3.1.3.4. Participate with DHHS technical assistance provider on interpreting the results of the Regional SMP Stakeholder Survey.

3.1.3.5. Attend additional meetings, conference calls and webinars as required by DHHS.

3.1.3.6. SMP lead staff must be credentialed within one year of hire as Certified Prevention Specialist to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board. (http://nhpreventcert.org/).

3.1.3.7. SMP staff lead must attend required training, Substance Abuse Prevention Skills Training (SAPST). This training is offered either locally or in New England one (1) to two (2) times annually.

3.1.4. Continuum of Care

3.1.4.1. Be familiar with the evidence-based Strategic Planning Model (includes five steps: Assessment, Capacity, Planning, Implementation, and Development), RROSC and NH DHHS CoC systems development and the "No Wrong Door" approach to systems integration.

3.1.4.2. Attend quarterly CoC Facilitator meetings.

3.1.4.3. Participate in the CoC learning opportunities as they become available to:

3.1.4.3.1. Receive information on emerging initiatives and opportunities;

3.1.4.3.2. Discuss best ways to integrate new information and initiatives;

3.1.4.3.3. Exchange information on CoC development work and techniques;

3.1.4.3.4. Assist in the refinement of measures for regional CoC development;

3.1.4.3.5. Obtain other information as indicated by BDAS or requested by CoC Facilitators.

3.1.4.4. Participate in one-on-one information and/or guidance sessions with BDAS and/or the entity contracted by the

department to provide training and technical assistance.

4. Staffing

4.1. The Contractor's staffing structure must include a contract administrator and a finance administrator to administer all scopes of work relative to this agreement. In addition, while there is staffing relative to each scope of work presented below, the administrator must ensure that across all funded positions, in addition to subject matter expertise, there is a combined level of expertise, skills and ability to understand data; use data for planning and evaluation; community engagement and collaboration; group facilitation skills; and IT skills to effectively lead regional efforts related to public health planning and service delivery. The funded staff must function as a team, with complementary skills and abilities across these foundational areas of expertise to function as an organization to lead the RPHN's efforts.

4.2. The Contractor shall hire or subcontract and provide support for a designated project lead for each of the following four (4) scopes of work: PHEP, SMP, and CoC Facilitator. DHHS Recognizes that this agreement provides funding for multiple positions across the multiple program areas, which may result in some individual staff positions having responsibilities across several program areas, including, but not limited to, supervising other staff. A portion of the funds assigned to each program area may be used for technical and/or administrative support personnel. See Table 1 – Minimum for technical and/or administrative support personnel. See Table 1 – Minimum Staffing Requirements.

4.3. Table 1 – Minimum Staffing Requirements

Position Name	**Minimum Required Staff Positions**
Public Health Advisory Council	No minimum FTE requirement
Substance Misuse Prevention Coordinator	Designated Lead
Continuum of Care Facilitator	Designated Lead
Public Health Emergency Preparedness Coordinator	Designated Lead

5. Reporting

5.1. The Contractor shall:

5.1.1. Participate in Site Visits as follows:

5.1.1.1. Participate in an annual site visit conducted by DPHS/BDAS that includes all funded staff, the contract administrator and financial manager.

5.1.1.2. Participate in site visits and technical assistance specific to a single scope of work as described in the sections below.

5.1.1.3. Submit other information that may be required by federal and state funders during the contract period.

5.1.2. Provide Reports for the Public Health Advisory Council as follows:

5.1.2.1. Submit quarterly PHAC progress reports using an on-line system administered by the DPHS.

5.1.3. Provide Reports for the Public Health Preparedness as follows:

5.1.3.1. Submit quarterly PHEP progress reports using an on-line system administered by the DPHS.

5.1.3.2. Submit all documentation necessary to complete the MCM ORR review or self-assessment.

5.1.3.3. Submit semi-annual action plans for MCM ORR activities on a form provided by the DHHS.

5.1.3.4. Submit information documenting the required MCM ORR-related drills and exercises.

5.1.3.5. Submit final After Action Reports for any other drills or exercises conducted.

5.1.4. Provide Reports for Substance Misuse Prevention as follows:

5.1.4.1. Submit Quarterly SMP Leadership Team meeting agendas and minutes

5.1.4.2. 3-Year Plans must be current and posted to RPHN website, any revised plans require BDAS approval

5.1.4.3. Submission of annual work plans and annual logic models with short, intermediate and long term measures

5.1.4.4. Input of data on a monthly basis to an online database (e.g. PWITS) per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service

Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

Federal Block Grant. The data includes but is not limited to:

5.1.4.4.1. Number of individuals served or reached

5.1.4.4.2. Demographics

5.1.4.4.3. Strategies and activities per IOM by the six (6) activity types.

5.1.4.4.4. Dollar Amount and type of funds used in the implementation of strategies and/or interventions

5.1.4.4.5. Percentage evidence based strategies

5.1.4.5. Submit annual report

5.1.4.6. Provide additional reports or data as required by the Department.

5.1.4.7. Participate and administer the Regional SMP Stakeholder Survey in alternate years.

5.1.5. Provide Reports for Continuum of Care as follows:

5.1.5.1. Submit update on regional assets and gaps assessments as required.

5.1.5.2. Submit updates on regional CoC development plans as indicated.

5.1.5.3. Submit quarterly reports as indicated.

5.1.5.4. Submit year-end report as indicated.

5.1.6. Provide Reports for Childhood Lead Poisoning Prevention Community Assessment as follows:

5.1.6.1. Submit a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

5.1.7. Provide Reports for Climate and Health Adaptation:

5.1.7.1. Participate in monthly one (1)-hour meetings and/or conference calls with the Department to review the budget, activities, and plan of action.

5.1.7.2. Submit quarterly progress reports within thirty (30) days following the end of each quarter, describing the fulfillment of activities conducted in order to monitor program performance. Reports must be in a format developed by the Department and include, but not be limited to:

5.1.7.2.1. Brief narrative of work performed during the prior quarter.

5.1.7.2.2. Progress towards meeting the performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the contract.

5.1.7.2.3. Documented achievements.

5.1.7.2.4. Identify barriers to providing services and provide a brief summary of how the identified barriers will be overcome in the following quarter.

5.1.7.3. Submit provide a detailed 5-10 page reports annually on the findings.

6. Performance Measures

6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the DHHS, to measure the effectiveness of the agreement as follows:

6.1.1. Public Health Advisory Council

6.1.1.1. Documented organizational structure for the PHAC (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).

6.1.1.2. Documentation that the PHAC membership represents public health stakeholders and the covered populations described in section 3.1.

6.1.1.3. CHIP evaluation plan that demonstrates positive outcomes each year.

6.1.1.4. Publication of an annual report to the community.

6.1.2. Public Health Emergency Preparedness

6.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review based on prioritized recommendations from DHHS.

6.1.2.2. Response rate and percent of staff responding during staff notification, acknowledgement and assembly drills.

6.1.2.3. Percent of requests for activation met by the Multi-Agency Coordinating Entity.

6.1.2.4. Percent of requests for deployment during emergencies met by partnering agencies and volunteers.

6.1.3. Substance Misuse Prevention

6.1.3.1. As measured by the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health (NSDUH), reductions in prevalence rates for:

6.1.3.1.1. 30-day alcohol use
6.1.3.1.2. 30-day marijuana use
6.1.3.1.3. 30-day illegal drug use
6.1.3.1.4. Illicit drug use other than marijuana
6.1.3.1.5. 30-day Nonmedical use of pain relievers
6.1.3.1.6. Life time heroin use
6.1.3.1.7. Binge Drinking
6.1.3.1.8. Youth smoking prevalence rate, currently smoke cigarettes
6.1.3.1.9. Binge Drinking
6.1.3.1.10. Youth smoking prevalence rate, currently smoke cigarettes

6.1.3.2. As measured by the YRB and NSDUH increases in the perception of risk for:

6.1.3.2.1. Perception of risk from alcohol use
6.1.3.2.2. Perception of risk from marijuana use
6.1.3.2.3. Perception of risk from illegal drug use
6.1.3.2.4. Perception of risk from Nonmedical use of prescription drugs without a prescription
6.1.3.2.5. Perception of risk from binge drinking
6.1.3.2.6. Perception of risk in harming themselves physically and in other ways when they smoke one or more packs of cigarettes per day
6.1.3.2.7. Demonstrated outcomes related to Risk and Protective Factors that align with prevalence data and strategic plans.

6.1.4. Continuum of Care

6.1.4.1. Evidence of ongoing update of regional substance use services assets and gaps assessment.

6.1.4.2. Evidence of ongoing update of regional CoC development plan.

6.1.4.3. Number of partners assisting in regional information dissemination efforts.

6.1.4.4. Increase in the number of calls from community members in regional seeking help as a result of information dissemination.

6.1.4.5. Increase in the number of community members in region accessing services as a result of information dissemination.

6.1.4.6. Number of other related initiatives CoC Facilitator leads, participates in, or materially contributes to.

6.1.5. Childhood Lead Poisoning Prevention Community Assessment

6.1.5.1. At least one (1) representative from the RPHN attends a one-day meeting hosted by the HHLPPP to review data pertaining to the burden of lead in the region.

6.1.5.2. At least six (6) diverse partners from the region participate in an educational session on the burden of lead poisoning.

6.1.5.3. Submission of a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning

6.1.6. Climate and Health Adaptation

6.1.6.1. Submission of annual reports describing the project goals, outcomes and achievements.

6.1.6.2. Blood Lead Surveillance Quality Improvement

6.1.6.3. Submit one (1) report to the HHLPPP Identifying blood lead testing rates and variations by DHMC practice site, specialty and provider level.

6.1.6.4. Identify methodology/procedure for transferring electronic blood lead data from DHMC to the HHLPPP.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   1.1. This Agreement is funded with funds from the:

      1.1.1. Federal Funds from the US Centers for Disease Control and Prevention, Preventive Health Services, Catalog of Federal Domestic Assistance (CFDA #) 93.991, Federal Award Identification Number (FAIN) #B01OT009205.

      1.1.2. Federal Funds from the US Centers for Disease Control and Prevention, Public Health Emergency Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.069, Federal Award Identification Number (FAIN) #U90TP000535, and General Funds.

      1.1.3. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance (CFDA #) 93.959, Federal Award Identification Number (FAIN) #TI010035, and General Funds

      1.1.4. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative, Catalog of Federal Domestic Assistance (CFDA #) 93.243, Federal Award Identification Number (FAIN) #SP020796

      1.1.5. Federal Funds from the US Centers for Disease Control and Prevention, National Center for Immunization and Respiratory Diseases, Catalog of Federal Domestic Assistance (CFDA #) 93.268, Federal Award Identification Number (FAIN) #H23IP000757

      1.1.6. Federal Funds from the US Department of Health and Human Services, Public Health Hospital Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.889, Federal Award Identification Number (FAIN) #U90TP000535.

      1.1.7. Federal Funds from the US Department of Health and Human Services, Childhood Lead Poisoning Prevention and Surveillance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.197, Federal Award Identification Number (FAIN) #NUE2EH001408.

      1.1.8. Federal Funds from the US Department of Health and Human Services, Climate and Health Adaptation and Monitoring Program (CHAMP), Catalog of Federal Domestic Assistance (CFDA #) 93.070, Federal Award Identification Number (FAIN) #NUE1EH001332.

      1.1.9. And General Funds from the State of New Hampshire.

   1.2. The Contractor shall provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

1.3. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2. Program Funding

2.1. The Contractor shall be paid up to the amounts specified for each program/scope of work identified in Exhibit B-1 Program Funding.

2.2. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

2.2.1. Utilize budget forms as provided by the Department

2.2.2. Submit a budget for each program/scope of work for each state fiscal year in accordance with Exhibit B-1.

2.2.3. Collaborate with the Department to incorporate approved budgets into this agreement by Amendment.

3. Payment for said services shall be made monthly as follows:

3.1. 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 budget line items in Section 2.2 above.

3.2. The Contractor shall submit an invoice form provided by the Department no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

3.3. The Contractor shall ensure the invoices are completed, signed, dated and returned to the Department in order to initiate payments.

3.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

3.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

3.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHSContractBilling@dhhs.nh.gov

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

Exhibit B

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

6. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Vendor Name: County of Cheshire
Contract Name: Regional Public Health Network Services
Region: Greater Monadnock

Program Name and Funding Amounts

State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse Prevention	Continuum of Care	Poisoning Prevention Community	Climate and Health Adaptation	Hepatitis A Vaccination Clinics	Total
2019	$ -	$ -	$ -	$ -	$ 1,200.00	$ -	$ 10,000.00	$ 11,200.00
2020	$ 30,000.00	$ 99,910.00	$ 79,324.00	$ 39,662.00	$ 1,800.00	$ 40,000.00	$ 10,000.00	$ 300,696.00
2021	$ 30,000.00	$ 99,910.00	$ 79,324.00	$ 39,662.00	$ -	$ 40,000.00	$ -	$ 288,896.00
Total	$ 60,000.00	$ 199,820.00	$ 158,648.00	$ 79,324.00	$ 3,000.00	$ 80,000.00	$ 20,000.00	$ 600,792.00

Contractor Initials:
Contractor: 5/29/19

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

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

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

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

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

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

Contractor Initials CBH
Date 5/29/19

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

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

20.2. DEPARTMENT: NH Department of Health and Human Services.

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name:

5/29/19
Date

Name: Charles Weed
Title: Chair County Commissioners

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name:

5/29/19
Date

Name: Charles Weed
Title: Chair County Commissioners

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below..

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name:

5/29/19
Date

Name: Charles Weed
Title: Chair County Commissioners

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name:

5/29/19
Date

Name: Charles Weed
Title: Chair County Commissioners

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

5/29/19
Date

Name: Charles Weed
Title: Chair County Commissioners

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	County of Cheshire
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Charles Weed
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	Chair County Commissioners
Title of Authorized Representative	Title of Authorized Representative
5/31/19	5/29/19
Date	Date

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

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

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

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

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

The Vendor 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 Vendor 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.

Vendor Name:

5/29/19
Date

Name: Charles Weed
Title: Chair County Commissioners

FORM A

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

1. The DUNS number for your entity is: 005128913

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

County of Cheshire

12 Court Street, Keene, NH 03431
Website: www.co.cheshire.nh.us

CERTIFICATE OF VOTE

I, Robert Englund, Clerk of the Commissioners, do hereby certify that:

1. I am a duly elected Officer of the County of Cheshire.

2. The following is a true copy of the resolution duly adopted at a meeting of the Commissioners of the County of Cheshire duly held on May 29, 2019:

RESOLVED: That the Chair of the Commissioners is hereby authorized on behalf of this County to enter into the said grant contract with the New Hampshire Department of Health and Human Services and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29th day of May, 2019.

4. Charles Weed is the duly elected Chair of the Commissioners of the Agency.

Robert J. Englund
(Clerk of the Commissioners, Robert Englund)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 29th day of May, 2019 by Robert Englund.

Sherry H. Collins

Commission Expires: 2-7-2023

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431	601	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	1/1/2019	1/1/2020	Each Occurrence	$ 5,000,000
			General Aggregate	$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: $1,000 ☐ Any auto	1/1/2019	1/1/2020	Combined Single Limit (Each Accident)	$5,000,000
			Aggregate	$5,000,000
X **Workers' Compensation & Employers' Liability**	1/1/2019	1/1/2020	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk Includes Fire and Theft)**	1/1/2019	1/1/2020	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857			By: *Mary Beth Purcell* Date: 5/28/2019 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

County of Cheshire

12 Court Street, Keene, NH 03431
www.co.cheshire.nh.us

Cheshire County Commissioners List 2019

John "Jack" G. Wozmak, J.D.
Chair of the Commissioners
12 Court Street, Keene, NH 03431
Work: 603-352-8215
jwozmak@co.cheshire.nh.us
District 1 Representing Chesterfield, Hinsdale, Surry, Swanzey, Walpole, Westmoreland and Winchester
Elected to a 2-year term January 1, 2019 to December 31, 2020

Charles "Chuck" F. Weed, PhD.
Vice Chair of the Commissioners
12 Court Street, Keene, NH 03431
Work: 603-352-8215
cweed@co.cheshire.nh.us
District 2 Representing Roxbury, Keene, and Marlborough
Elected to a 4-year term January 1, 2017 to December 31, 2020

Robert "Bob" J. Englund, M.D.
Clerk of the Commissioners
12 Court Street, Keene, NH 03431
Work: 603-352-8215
renglund@co.cheshire.nh.us
District 3 Representing Alstead, Dublin, Fitzwilliam, Harrisville, Jaffrey, Marlow, Nelson, Richmond, Rindge, Stoddard, Sullivan, Troy and Gilsum
Elected to a 4-year term January 1, 2019 to December 31, 2022

JOHN J. LETENDRE

580 Court Street, Keene, NH 03431

SUBSTANCE MISUSE RELATED EXPERIENCE:

Cheshire Medical Center: (December 2018- Present)

Continuum of Care Facilitator: Within the framework of Monadnock Voices for Prevention, worked with providers and agencies across the Continuum of Care for mental health and substance abuse. Main objectives are to increase awareness of services, improve communication and help build collaboration among providers. An overall goal is to maximize the utilization and efficiency across the continuum of prevention, intervention treatment and aftercare.

Granite Pathways: (August 2018-December 2018)

Recovery Specialist: Working with patients and families in order to facilitate entry into appropriate SA treatment programs. Main goal is to provide assistance to consumers in navigating the complicated web of treatment, levels of care, insurance and associated documentation. Additionally charged with developing relationships and agreements with area providers to allow timely access to resources needed to facilitate entry into treatment.

Groups Recover Together: (January 2018-June 2018)

Substance Abuse Counselor: Worked as primary counselor for a caseload of 80-130 clients engaged in medication-assisted treatment. Responsibilities included facilitation of multiple weekly groups of up to 12 clients, initial assessments, and intakes, treatment planning, discharge planning and individual and family counseling sessions. Worked closely with prescribing physicians on issues of medication compliance, drug screening results and medication tapering.

Phoenix Houses of New England: (March 2011 – Jan 2018)

Counselor II/House Manager: Dublin NH: Performed one on one Substance Abuse counseling with residential clients. Conducted various didactic and process groups such as Anger Management, Seeking Safety, Addiction and the Brain, Meditation / Mindfulness and Men's Gender group. As House Manager, conducted monthly inspection and worked with facilities to help ensure upkeep and general compliance with state regulations and Certification bodies. Assisted Program Director with personnel and managerial duties as assigned.
Counselor I –Cheshire County Drug Court Program – Keene NH: Performed one on one counseling with Drug Court participants. Co-facilitated Intensive Outpatient Program, conducting didactic and process curriculum as directed by program guidelines.
Case Manager– Transitional Living Program –Keene NH: Worked with clients who successfully completed the 28-day inpatient treatment program and assisted them as they transitioned back into the community. Provided one on one counseling and support as clients sought employment and established a program of recovery; preparing to leave the controlled environment.
Counselor Assistant –Keene NH: Performed administrative tasks such as admissions and transportation of clients to appointments and meetings. Monitored vital signs of detox clients and administered medication as directed in medication orders. Performed other various duties as assigned by Program Director.

EDUCATION:

Associate of Science in Chemical Dependency (2011 Magna Cum Laude)
Bachelor of Science in Management (2006 Cum Laude)
Associate of Science in Chemistry (1996)
Keene State College, Keene, NH
Delta Mu Delta, National Honor Society for Business Administration, 2006

LICENSES / CERTIFICATIONS: Licensed Alcohol and Drug Counselor (LADC) License# 1001

EILEEN M. FERNANDES

580 Court Street
Keene, New Hampshire 03431

PROFESSIONAL EXPERIENCE:

Cheshire Medical Center, Keene, NH **May 2007– Present**

Director of Operations for Center of Population Health (2016-Present)

Ensure continuous coordination, communication, and integration across the Center and the system; actively work with state and local partners to assess community health needs and develop action plans based on local and regional needs; develop strategies and plans for the scaling up and dissemination of products and initiatives developed and/or used at the center; provide expertise and direction for the Public Health Network and emergency response needs at the institutional and community level; determine investing strategies for CMC/DHK community benefits funds; develop annual Community Benefit report; lead Community Health Needs Assessment process for organization; and participate in quality improvement and planning efforts.

Population Health Manager (2013-2016)

Manage several community health improvement initiatives; establish collaborative relationships and partnerships with community organizations to further population health objectives; develop annual Community Benefit report; lead Community Health Needs Assessment process for organization; and participate in quality improvement and planning efforts.

Greater Monadnock Public Health Network Coordinator (2007-2013)

Provide leadership for the development and readiness of regional, county, and local public health emergency response capability and capacity; facilitate efforts among regional public health system partners to build and strengthen the public health system within the region; and leadership of the Council for a Healthier Community as it transitions to the Public Health Advisory Council.

Operation Flood Recovery, Keene, NH **2005–2007**

Project Director

Mobilized and coordinated local, state and federal resources for individuals affected by flooding that occurred in five counties during October 2005. Tasks included: assessing and identifying unmet needs; coordinating with state and federal programs, local agencies, and volunteer groups assisting in recovery efforts; program administration including service documentation, budget management, and the development of a data management system.

EDUCATION/TRAINING:

Conaty Institute for Transformational Health Care Leadership
Breakthrough Leadership Program, 2017

Marlboro College Graduate School, Brattleboro, VT.
Master of Science in Management- Health Care Administration, 2012

National Community Action Management Academy
Building Teams that Build Communities, 2003

North Adams State College, North Adams, MA.
Bachelor of Arts in Sociology, 1982

Olivia Watson
580 Court Street
Keene, NH 03431

Education
Bachelor of Science Degree in Public Health, December 2018
University of Massachusetts, Amherst
Certificate: Public Policy & Administration

Professional Experience
Cheshire Medical Center, Greater Monadnock Emergency Preparedness Coordinator, April 2019 - Present
- Provide leadership for regional public health emergency planning
- Facilitate cross-sector efforts to increase regional resilience
- Lead development and activation of the Greater Monadnock Medical Reserve Corps (GMMRC); organize and direct over one hundred volunteers
- Representative on multiple regional planning and action groups
- Plan and execute multiple regional drills and exercises; facilitate and promote regional trainings
- Maintain inventory of regional GMPHN assets; identify gaps in assets and work with funder to address needs

Departmental Assistant, January 2017 to 2019
University of Massachusetts- Office of Environmental Health & Safety and Emergency Management, Amherst, MA
- Responsible for managing front desk which duties include answering phones, directing phone calls, using radio to communicate, and communicating through face to face interactions with student and faculty.
- During HAZWHOPER (Hazardous Waste Operations and Emergency Response) trainings, duties include being alert and answering different radio calls from departments involved on campus.
- Assisted in Meningitis Outbreak vaccination clinic, gaining valuable experience in the response side of emergency planning as contributing to the setup, execution, and break down of the clinic.
- Currently researching in order to accredit the University of Massachusetts, Amherst through the Emergency Management Accreditation Program.
- Conducted research for multiple different grant proposals, including the active threat grant proposal, which granted the university money to make an active threat video.
- Designed and placed various emergency posters around campus.

Certified Nursing Assistant, September 2018 to Present
LifePath Pelham, MA
- Provide high-quality patient care to an elderly woman with dementia
- Preserve patient dignity by assisting resident with operations of daily living in order for her to be able to stay in the comfort of her home.
- Administer medications and update log so other nursing assistants caring for her are informed

Computer Skills
- Microsoft Word, Excel, Windows, PowerPoint, Mac

Professional Affiliations & Certifications
- Certified Nursing Assistant
- 12 Completed Courses from FEMA Emergency Management Institute
- Successfully completed 2017 Marine Corps Marathon
- MedLife Member, University of Massachusetts Amherst
- Public Health Club Member, University of Massachusetts Amherst
- National Society of Leadership and Success
- Orientation Leader June 2016
- American Reads Tutor August 2015-December 2016
- University of Massachusetts, Amherst Dean's List Spring 2017, Fall 2017, Spring 2018, Fall 2018

Kaley Piersanti

580 Court Street, Keene, NH 03431 | 609-500-5127 | kaleypiersanti@cheshire-med.com

Education

BA PUBLIC RELATIONS & ADVERTISING | 2011 | ROWAN UNIVERSITY

Experience

PROGRAM ASSISTANT | CENTER FOR POPULATION HEALTHCHESHIRE MEDICAL CENTER OF DARTMOUTH-HITCHCOCK | JULY 2018 - PRESENT

- Provide programmatic support for Public Health Network (PHN); serving as a backbone staff for the Public Health Advisory Council; Emergency Preparedness, Substance Misuse Prevention coordinators
- Track, prepare and complete monthly reimbursement invoice for Public Health Network budgets; ensure accurate, timely reports are submitted to Cheshire County Grants Administrator
- Actively participate on community coalitions and consortiums; strategically leverage efforts related to community health improvement plans
- Assist in agenda planning for project-related meetings; booking conference rooms; ordering catering; preparing materials, transposing and disseminating detailed meeting reports
- Provide technical assistance; generate and distribute press releases, graphics and other content as needed

SR. ADMINISTRATIVE ASSISTANT | UNIVERSITY OF PENNSYLVANIA HOSPITAL | JUNE 2015 - TO

- Within the Division of Hematology Oncology in the Abramson Cancer Center, provide executive administrative support for interdisciplinary care teams to enhance therapeutic relationships; resulting in optimal outcomes and encounters for patient population and their families with respect and courtesy
- Provide patient-entered care coordination; managing incoming communication through triage protocol
- Work closely with leadership and stakeholders on provider's behalf; coordinate travel arrangements; facilitate electronic medical records documentation and file management; complete expense reports as needed; identify and implement opportunities to improve patient flow
- Member of clinical trial research team; collect data for research studies; contributing to published materials including conference abstracts and clinical outcomes papers

PATIENT SERVICES REP | UNIVERSITY OF PENNSYLVANIA HOSPITAL | JUNE 2014 – JUNE 2015

- Patient-centered care coordinator; complete electronic medical record registration and check-in; collect co-pays; schedule complex treatment plans and follow-ups; verify insurance benefits and obtain authorizations; arrange for professional translation services when needed
- Communicate with providers, staff and social work to resolve acute patient needs
- Monitor patient flow for lab draws, clinic visits, chemotherapy infusions and blood transfusions, and arrange transportation when needed
- Assist in planning and executing patient education workshops; fundraising activities for cancer service line; active member of monthly Round Table meetings to implement process improvement projects

JANE ELLEN SKANTZE, CERTIFIED PREVENTION SPECIALIST
580 Court Street, Keene NH 03434

PROFESSIONAL PROFILE

EXPERIENCE

Substance Misuse Prevention Coordinator October 2017-Present
Cheshire Medical Center/Dartmouth Hitchcock | Keene, NH

- Work with the communities in the Monadnock Region to build relationships and partnerships.
- Coordinate events to support and strengthen the strategic plan in coordination with the various region/topic specific coalitions.
- Ensure coordination of Monadnock Region awareness and educational opportunities in coordination with the various region/topic specific coalitions.
- Provide technical assistance for substance misuse and abuse prevention to local communities, coalitions, school districts and stakeholders

Community Health Coordinator July 2016-October 2017
Cheshire Medical Center/Dartmouth Hitchcock | Keene, NH

- Work with local municipalities in order to create tobacco-free policies in recreation areas. To date 9 towns in Cheshire County have implemented tobacco-free policies at 52 sites, exceeding 2017goal by 45 sites.
- Collaborate with community partners, including local Drug-Free Community coalitions, to further tobacco prevention and control activities and strategies that promote the reduction of smoking among youth and adults, prevention/initiation of smoking, and reducing second hand smoke exposure.

Program Coordinator October 2014-July 2016
International Institute of New England in New Hampshire | Manchester, NH

- Directed the College for America program in partnership with Southern New Hampshire University in order to provide new Americans access to an affordable and competency-based Associate's degree program.
- Implemented College for America program outreach, recruitment, support services, and development.
- Coordinated the implementation of School Impact Programming for over 200 refugee students by providing oversight of social services to refugee students and families.
- Facilitated the implementation of volunteer program, stakeholder development, events, community outreach and donations.
- Managed refugee cases, ensuring timely delivery of services and fulfillment of services including airport pickups, referral services, household set-up, public benefit assistance, home visits, school enrollment, and more.

Microenterprise Program Coordinator December 2012 – September 2014
International Institute of New England in New Hampshire | Manchester, NH

- Organized and coordinated community and organizational events such as New Hampshire World Refugee Day an event with 300+ attendees and over 20 community partners.
- Identified and developed relationships with key professionals from state and local government, business and nonprofit organizations for program development.
- Directed the research, development, field-testing, and evaluation of curriculum which included Micro-Entrepreneurship, Child Behavior and Development, Health and Safety, Financial Literacy and Business. Planned and implemented strategic marketing and outreach activities to ensure client business growth.
- Implemented data-tracking system to monitor client demographics, program performance and financials

Marketing Manager March 2012 – November 2012
Common Earth Farms at the International Institute of New England in New Hampshire | Manchester, NH

- Implemented marketing strategies and general business solutions resulting in increased customer traffic and sales for refugee farmers markets.
- Coordinated and promoted Wholesome Wave Double Voucher Coupon Programs available in Manchester to Food Stamp users.
- Worked collaboratively with refugee farmers, city officials, community organizations and others in order to create opportunities and promote markets.

Development Assistant AmeriCorps VISTA October 2010 – October 2011
Heart of Missouri Court Appointed Special Advocates (CASA) | Columbia, MO

- Designed and executed donation solicitation programs including direct mailings, in-kind donation procedures, event sponsorships, and online giving.
- Planned and implemented Fashion with Compassion and the Mizzou CASA Softball/Baseball Clinic.
- Developed policy and program to effectively utilize social media as a publicity and fundraising tool.
- Created and maintained proper records of donations, donors' details, and contact history.

EDUCATION

Master of Business Administration In Progress
Southern New Hampshire University

Bachelor of Arts in Political Science 2010
Plymouth State University

Intern, Somali Bantu Community Association of New Hampshire 2010

OTHER EXPERIENCE

Advocacy in Action Award, New Futures 2018

Certified Prevention Specialist 2018

CADCA (Community Anti-Drug Coalitions of America) National Coalition Academy 2017

Alternate Member, Town of Swanzey Zoning Board of Adjustment 2017

Public Member, City of Manchester Sub-Standard Housing Commission | Manchester, NH 2015-2016

- Working with city officials, community members, landlords and others to address issues of sub-standard housing in Manchester, NH

Manager on Duty, Server, Bartender & Host, The Homestead/Fratello's Restaurant | Bristol, NH 2005 – 2011

COUNTY OF CHESHIRE

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Eileen Fernandes	PHAC Coordinator (1 FTE) Childhood Lead Poisoning Prevention Community Staff Lead, and Climate and Health Adaption Staff Lead	$83,429 $40.11/hr	25%	$20,857
Olivia Watson	PHEP Coordinator (1 FTE)	$47,840 $23.00/hr	100%	$47,840
Jane Skantze	SMP Coordinator (1 FTE)	$43,056 $20.70/hr	75%	$32,292
John Letendre	CoC Facilitator (.5 FTE)	$21,840 $21.00/hr	100%	$21,840
Kaley Piersanti	Program Assistant (1 FTE)	$33,218 $15.97/hr	50%	$16,609

Subject: Regional Public Health Network Services SS-2019-DPHS-28-REGION-04

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Granite United Way		1.4 Contractor Address 125 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number 603-224-3480 x228	1.6 Account Number See Attached	1.7 Completion Date June 30, 2021	1.8 Price Limitation $1,959,602.
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Patrick Tufts, President & CEO	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On May 29, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Kathleen A Scanlon

1.13.2 Name and Title of Notary or Justice of the Peace

Kathleen A. Scanlon, Executive Assistant + Office Manager

1.14 State Agency Signature Date: 6/6/19	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/6/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials PT
Date 5/29/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials PJ
Date 5/29/19

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

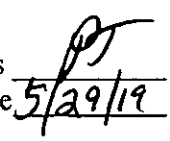
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

Contractor Initials 

Date 5/29/19

Block 1.6 Account Number

1.6 Account Number

05-95-090-51700000-547-500394

05-95-090-51780000-103-502664

05-95-090-79640000-102-500731

05-95-090-80110000-102-500731

05-95-092-33800000-102-500731

05-95-090-75450000-102-500731

05-95-090-22390000-102-500731

05-95-092-33950000-102-500731

05-95-090-51780000-102-500731

Scope of Services

1. Provisions Applicable to All Services

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

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient), in accordance with 2 CFR 200.300.

2. Scope of Services

2.1. Lead Organization to Host Regional Public Health Networks (RPHN)

2.1.1. The Contractor shall serve as a lead organization to host three (3) Regional Public Health Networks for the regions of Carroll County, Capital Area, and South Central, which are defined by the Department, to provide a broad range of public health services within one or more of the state's thirteen designated public health regions.

2.1.2. The Contractor agrees that the Scope of Work applies to all regions identified in Section 2.1.1 above, unless otherwise noted as not applicable.

2.1.3. The Contractor agrees the purpose of the RPHNs statewide are to coordinate a range of public health and substance misuse-related services, as described below to assure that all communities statewide are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services that include, but are not limited to:

2.1.3.1. Sustaining a regional Public Health Advisory Council (PHAC),

2.1.3.2. Planning for and responding to public health incidents and emergencies,

2.1.3.3. Preventing the misuse of substances,

2.1.3.4. Facilitating and sustaining a continuum of care to address substance use disorders,
2.1.3.5. Implementing young adult substance misuse prevention strategies,
2.1.3.6. Providing School Based Vaccination Clinics (not applicable to the South Central Region),
2.1.3.7. Conducting a community-based assessment related to childhood lead poisoning prevention, and
2.1.3.8. Ensuring contract administration and leadership.

2.2. Public Health Advisory Council

2.2.1. The Contractor shall coordinate and facilitate the regional Public Health Advisory Council (PHAC) to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

2.2.1.1. Maintain a set of operating guidelines or by-laws for the PHAC
2.2.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team with the authority to:
2.2.1.2.1. Approve regional health priorities and implement high-level goals and strategies.
2.2.1.2.2. Address emergent public health issues as identified by regional partners and the Department and mobilize key regional stakeholders to address the issue.
2.2.1.2.3. Form committees and workgroups to address specific strategies and public health topics.
2.2.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.
2.2.1.2.5. Make recommendations within the public health region and to the state regarding funding and priorities for service delivery based on needs assessments and collection.
2.2.1.3. PHAC leadership team shall meet at least quarterly in order to:

2.2.1.3.1. Ensure meeting minutes are available to the public upon request.

2.2.1.3.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

2.2.1.4. Ensure a currently licensed health care professional will serve as a medical director for the RPHN who shall perform the following functions that are not limited to:

2.2.1.4.1. Write and issue standing orders when needed to carry out the programs and services funded through this agreement

2.2.1.4.2. Work with medical providers and the Department on behalf of the PHAC on any emergent public health issues. Participate in the Multi-Agency Coordinating Entity (MACE) during responses to public health emergencies as appropriate and based on availability.

2.2.1.5. Conduct at least biannual meetings of the PHAC.

2.2.1.6. Develop annual action plans for the services in this Agreement as advised by the PHAC.

2.2.1.7. Collect, analyze and disseminate data about the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

2.2.1.8. Maintain a current Community Health Improvement Plan (CHIP) that is aligned with the State Health Improvement Plan (SHIP) and informed by other health improvement plans developed by other community partners;

2.2.1.9. Provide leadership through guidance, technical assistance and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

2.2.1.10. Publish an annual report disseminated to the community capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities.

2.2.1.11. Maintain a website, which provides information to the public and agency partners, at a minimum, includes

information about the PHAC, CHIP, SMP, CoC, YA and PHEP programs.

2.2.1.12. Conduct at least two educational and training programs annually to RPHN partners and others to advance the work of RPHN.

2.2.1.13. Educate partners and stakeholder groups on the PHAC, including elected and appointed municipal officials.

2.2.1.14. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

2.3. Public Health Emergency Preparedness

2.3.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity of partnering organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies as follows:

2.3.1.1. Ensure that all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions as follows:

2.3.1.2. Convene and coordinate a regional Public Health Emergency Preparedness (PHEP) coordinating/planning committee/workgroup to improve regional emergency response plans and the capacity of partnering entities to mitigate, prepare for, respond to and recover from public health emergencies.

2.3.1.3. Convene at least quarterly meetings of the regional PHEP committee/workgroup.

2.3.1.4. Ensure and document committee/workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA) annually.

2.3.1.5. Maintain a three-year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by CDC.

2.3.1.6. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

2.3.1.7. Submit an annual work plan based on a template provided by the Department of Health and Human Services (DHHS).

2.3.1.8. Sponsor and organize the logistics for at least two trainings annually for regional partners. Collaborate with the DHHS, Division of Public Health Services (DPHS), the Community Health Institute (CHI), NH Fire Academy, Granite State Health Care Coalition (GSHCC), and other training providers to implement these training programs.

2.3.1.9. Revise on an annual basis the Regional Public Health Emergency Anne (RPHEA) based on guidance from DHHS as follows:

2.3.1.9.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by DHHS.

2.3.1.9.2. Develop new appendices based on priorities identified by DHHS using templates provided by DHHS.

2.3.1.9.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

2.3.1.9.4. Participate in workgroups to develop or revise components of the RPHEA that are convened by DHHS or the agency contracted to provide training and technical assistance to RPHNs.

2.3.1.10. Understand the hazards and social conditions that increase vulnerability within the public health region including but not limited to cultural, socioeconomic, and demographic factors as follows:

2.3.1.10.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

2.3.1.10.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals

with functional needs, and other public health, health care, behavioral health and environmental health entities.

2.3.1.11. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health incident or emergency.

2.3.1.12. Regularly communicate with the Department's Area Agency contractor that provides developmental and acquired brain disorder services in your region.

2.3.1.13. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

2.3.1.14. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

2.3.1.15. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

2.3.1.16. Maintain the capacity to utilize WebEOC, the State's emergency management platform, during incidents or emergencies. Provide training as needed to individuals to participate in emergency management using WebEOC.

2.3.1.17. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

2.3.1.18. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

2.3.1.19. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the DHHS' SNS Coordinator to identify appropriate actions and priorities, that include, but are not limited to:

2.3.1.19.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans;
2.3.1.19.2. Annual submission of either ORR or self-assessment documentation;
2.3.1.19.3. ORR site visit as scheduled by the CDC and DHHS;
2.3.1.19.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

2.3.1.20. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies as follows:
2.3.1.20.1. Prior to purchasing new supplies or equipment, execute MOUs with agencies to store, inventory, and rotate these supplies.
2.3.1.20.2. Upload, at least annually, a complete inventory to a Health Information Management System (HIMS) identified by DHHS.

2.3.1.21. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector as follows:
2.3.1.21.1. Maintain proficiency in the volunteer management system supported by DHHS.
2.3.1.21.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy during an incident or emergency.
2.3.1.21.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.
2.3.1.21.4. Conduct notification drills of volunteers at least quarterly.

2.3.1.22. As requested, participate in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

2.3.1.23. As requested by the DPHS, participate in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities

guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

2.3.1.24. As requested by DPHS, plan and implement targeted Hepatitis A vaccination clinics. Clinics should be held at locations where individuals at-risk for Hepatitis A can be accessed, according to guidance issued by DPHS.

2.4. Substance Misuse Prevention

2.4.1. The Contractor shall provide leadership and coordination to impact substance misuse and related health promotion activities by implementing, promoting and advancing evidence-based primary prevention approaches, programs, policies, and services as follows:

2.4.1.1. Reduce substance use disorder (SUD) risk factors and strengthen protective factors known to impact behaviors.

2.4.1.2. Maintain a substance misuse prevention SMP leadership team consisting of regional representatives with a special expertise in substance misuse prevention that can help guide/provide awareness and advance substance misuse prevention efforts in the region.

2.4.1.3. Implement the strategic prevention model in accordance with the SAMHSA Strategic Prevention Framework that includes: assessment, capacity development, planning, implementation and evaluation.

2.4.1.4. Implement evidenced-informed approaches, programs, policies and services that adhere to evidence-based guidelines, in accordance with the Department's guidance on what is evidenced informed.

2.4.1.5. Maintain, revise, and publicly promote data driven regional substance misuse prevention 3-year Strategic Plan that aligns with the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan, and the State Health Improvement Plan).

2.4.1.6. Develop an annual work plan that guides actions and includes outcome-based logic models that

demonstrates short, intermediate and long term measures in alignment the 3-year Strategic Plan, subject to Department's approval.

2.4.1.7. Advance and promote and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective and indicated by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families and communities.

2.4.1.8. Produce and disseminate an annual report that demonstrates past year successes, challenges, outcomes and projected goals for the subsequent year.

2.4.1.9. Comply with federal block grant requirements for substance misuse prevention strategies and collection and reporting of data as outlined in the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

2.4.1.10. Ensure substance misuse prevention is represented at PHAC meetings and with an exchange of bi-directional information to advance efforts of substance misuse prevention initiatives.

2.4.1.11. Assist, at the direction of BDAS, SMP staff with the Federal Block Grant Comprehensive Synar activities that consist of, but are not limited to, merchant and community education efforts, youth involvement, and policy and advocacy efforts.

2.5. Continuum of Care

2.5.1. The Contractor shall provide leadership and/or support for activities that assist in the development of a robust continuum of care (CoC) utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC) as follows:

2.5.1.1. Engage regional partners (Prevention, Intervention, Treatment, Recovery Support Services, primary health care, behavioral health care and other interested

and/or affected parties) in ongoing update of regional assets and gaps, and regional CoC plan development and implementation.

2.5.1.2. Work toward, and adapt as necessary and indicated, the priorities and actions identified in the regional CoC development plan.

2.5.1.3. Facilitate and/or provide support for initiatives that result in increased awareness of and access to services, increased communication and collaboration among providers, and increases in capacity and delivery of services.

2.5.1.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan and service capacity increase activities.

2.5.1.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work such as Integrated Delivery Networks.

2.5.1.6. Work with the statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek help (health, education, safety, government, business, and others) in every community in the region.

2.5.1.7. Engage regional stakeholders to assist with information dissemination.

2.6. Young Adult Substance Misuse Prevention Strategies

2.6.1. The Contractor shall provide evidence-informed services and/or programs for young adults, ages 18 to 25 in high-risk high-need communities within their region which are both appropriate and culturally relevant to the targeted population as follows:

2.6.1.1. Ensure evidenced-informed substance misuse prevention strategies are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse.

2.6.1.2. Ensure evidenced-Informed Program, Practices or Policies meet one or more of the following criteria:

2.6.1.2.1. Evidenced-Based-Programs, policies, practices that are endorsed as evidenced-based have demonstrated a commitment to refining program protocols and process, and a high-quality, systematic evaluation documenting short-term and intermediate outcomes which are listed on the National Registry of Evidenced-Based Programs and Practices (NREPP) published by the Federal Substance Abuse Mental Health Abuse Mental Health Services Authority (SAMHSA) or a similar published list (USDOE);

2.6.1.2.2. Those programs, policies, and practices that have been published in a peer review journal or similar peer review literature;

2.6.1.2.3. Practices that are programs that are endorsed as a promising practice that have demonstrated readiness to conduct a high quality, systematic evaluation. The evaluation includes the collection and reporting of data to determine the effectiveness on indicators highly correlated with reducing or preventing substance misuse. Promising practices are typically those that have been endorsed as such by a State's Expert Panel or Evidenced-Based Workgroup; or

2.6.1.2.4. Innovative programs that must apply to the State's Expert Panel within one year and demonstrate a readiness to conduct a high quality, systematic evaluation.

2.7. School Based Vaccination Clinics (not applicable to South Central Region)

2.7.1. The Contractor shall provide organizational structure to administer school-based flu clinics (SBC) as follows:

2.7.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

2.7.1.2. Coordinate information campaigns with school officials targeted to parents/guardians to maximize student participation rates.

2.7.1.3. Distribute state supplied promotional vaccination material

2.7.1.4. Distribute, obtain, verify and store written consent from legal guardian prior to administration of vaccine in compliance with HIPPA and other state and federal regulations.

2.7.1.5. If the contractor lacks the ability to store vaccination consents within HIPPA guidelines, the contractor may request the NH DPHS Immunization Program (NHIP) to store these records once the contractor has completed data collection and reporting.

2.7.1.6. Document, verify and store written or electronic record of vaccine administration in compliance with HIPPA and other state and federal regulations.

2.7.1.7. If the contractor lacks the ability to store vaccination record within HIPPA guidelines, the contractor may request the NHIP to store these records once the contractor has completed data collection and reporting.

2.7.1.8. Provide written communication of vaccination status (completed/not completed) to the legal guardian upon the day of vaccination.

2.7.1.9. Provide the following vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the legal guardian requests that the information not be shared. This information may be given to the parents to distribute to the primary care provider:

- 2.7.1.9.1. Patient full name and one other unique patient identifier
- 2.7.1.9.2. Vaccine name
- 2.7.1.9.3. Vaccine manufacturer
- 2.7.1.9.4. Lot number
- 2.7.1.9.5. Date of vaccine expiration
- 2.7.1.9.6. Date of vaccine administration
- 2.7.1.9.7. Date Vaccine Information Sheet (VIS) was given
- 2.7.1.9.8. Edition date of the VIS given
- 2.7.1.9.9. Name and address of entity that administered the vaccine (contractor's name)

2.7.1.9.10. Full name and title of person who administered the vaccine

2.7.1.10. Ensure that current federal guidelines for vaccine administration are adhered to, including but not limited to disseminating a Vaccine Information Statement, so that the legal authority (legal guardian, parent, etc.) is provided access to this information on the day of vaccination.

2.7.1.11. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers and patients.

2.7.1.12. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent and total number of students absent with influenza-like illness for in session school days.

2.7.1.13. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

2.7.2. The Contractor shall safely administer vaccine supplied by NHIP as follows:

2.7.2.1. Obtain medical oversight, standing orders, emergency interventions/protocols and clinical expertise through providing a medical/clinical director.

2.7.2.2. Medical/Clinical director needs to be able to prescribe medication in the State of New Hampshire.

2.7.2.3. Medical/Clinical director can be a Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), or Advanced Practice Registered Nurse (APRN).

2.7.2.4. Copies of standing orders, emergency interventions/protocols will be available at all clinics.

2.7.2.5. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

2.7.2.6. Procure necessary supplies to conduct school vaccine clinics. This includes but is not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, non-latex bandages, etc.

2.7.3. The Contractor shall ensure proper vaccine storage, handling and management as follows:

2.7.3.1. Annually submit a signed Vaccine Management Agreement to NHIP ensuring that all listed requirements are met.

2.7.3.2. Contractor's SBC coordinator needs to complete the NHIP vaccination training annually. In addition, contractor's SBC coordinator will complete vaccine ordering and vaccine storage and handling training. Contractor agrees to keep a copy of these training certificates on file.

2.7.3.3. Contractor may use NHIP trainings or their own educational materials to train their SBC staff. If contractor chooses to utilize non NHIP training, all training materials will be submitted to NHIP for prior approval.

2.7.3.4. A copy of all training materials will be kept on site for reference during SBCs.

2.7.3.5. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the contractor's custody.

2.7.3.6. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.

2.7.3.7. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

2.7.3.8. Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

2.7.3.9. Ensure each and every dose of vaccine is accounted for.

2.7.3.10. Submit a monthly temperature log for the vaccine storage refrigerator.

2.7.3.11. Notify NHIP through contacting the NHIP Nursing help line and faxing incident forms of any adverse event within 24 hours of event occurring.

2.7.3.12. In the event of stored vaccine going outside of the manufacturers recommended temperatures (a vaccine temperature excursion):

2.7.3.13. Immediately quarantine the vaccine in a temperature appropriate setting, separating it from other vaccine and labeling it "DO NOT USE".

2.7.3.14. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

2.7.3.15. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

2.7.3.16. Submit a Cold Chain Incident Report along with a Data Logger report to NHIP within 24 hours of temperature excursion occurrence.

2.7.4. The Contractor shall complete the following tasks within 24 hours of the completion of every clinic:

2.7.4.1. Update State Vaccination system with total number of vaccines administered and wasted during each mobile clinic. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

2.7.4.2. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the contractor's established vaccine refrigerator.

2.7.4.3. Submit the following totals to NHIP outside of the Vaccine ordering system the:

2.7.4.3.1. total number of students vaccinated.

2.7.4.3.2. total number of vaccines wasted.

2.7.4.4. Complete an annual year-end self-evaluation and improvement plan for the following areas:

2.7.4.4.1. Strategies that worked well in the areas of communication, logistics, or planning.

2.7.4.4.2. Areas for improvement both at the state and regional levels. Emphasize strategies for implementing improvements.

2.7.4.4.3. Discuss strategies that worked well for increasing both the number of clinics held at schools as well as the number of students vaccinated.

2.7.4.4.4. Discuss future strategies and plans for increasing students vaccinated. Include suggestions on how state level resources may aid in this effort.

2.7.5. The Contractor will be funded through a combination of base funding and incentivized funding. The goal of the incentivized funding is to encourage the contractor to offer vaccination at schools, which have a greater economic disparity. To this end, a list of schools serving higher populations of students who qualify for the New Hampshire Free/Reduced School Lunch will be generated annually by NHIP in collaboration with the Department of Education (DOE). To receive full funding, contractors will need to serve at least 50% of schools listed.

2.7.5.1. If a contractor is unable to provide vaccine to at least 50% of the schools listed, the contractor will need to show evidence of providing vaccine to additional schools listed but not previously served the year before in order to receive full funding.

2.7.5.2. If NHIP and Contractor both agree that all options to try and offer vaccination services at a school have been exhausted, NHIP will replace that school with the next school listed from the New Hampshire Free/Reduced Lunch generated list.

2.7.5.3. If a contractor is unable to demonstrate the growth listed in 3.7.9.1, they will be awarded funding on a sliding scale based on the percentage of schools listed. This calculation will be the % of actual listed school covered divided by 50%. The percentage determined by that equation will be multiplied by the total amount of dollars available for funding, beyond the base portion of funding, to total the amount of dollars awarded for that year.

2.8. Childhood Lead Poisoning Prevention Community Assessment

2.8.1. The Contractor shall participate in a statewide meeting, hosted by the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP), to review data and other information specific to the burden of lead poisoning within the region as follows:

2.8.1.1. Partner with the HHLPPP to identify and invite a diverse group of regional partners to participate in a regional outreach and educational meeting on the burden of lead poisoning. Partners may include, but are not limited to, municipal governments (e.g. code

enforcement, health officers, elected officials) school administrators, school boards, hospitals, health care providers, U.S. Housing and Urban Department lead hazard control grantees, public housing officials, Women, Infant and Children programs, Head Start and Early Head Start programs, child educators, home visitors, legal aid, and child advocates.

2.8.1.2. Collaborate with partners from within the region to identify strategies to reduce the burden of lead poisoning in the region. Strategies may include, but are not limited to, modifying the building permit process, implementing the Environmental Protection Agency's Renovate, Repair and Paint lead safe work practice training into the curriculum of the local school district's Career and Technical Center, identify funding sources to remove lead hazards from pre-1978 housing in the community, increase blood lead testing rates for one and two year old children in local health care practices, and/or implement pro-active inspections of rental housing and licensed child care facilities.

2.8.1.3. Prepare and submit a brief proposal to the HHLPPP identifying strategy(s) to reduce the burden of lead poisoning, outlining action steps and funding necessary to achieve success with the strategy over a one-year period.

2.9. Contract Administration and Leadership

2.9.1. The Contactor shall introduce and orient all funded staff to the work of all the activities conducted under the contract as follows.

2.9.1.1. Ensure detailed work plans are submitted annually for each of the funded services based on templates provided by the DHHS.

2.9.1.2. Ensure all staff have the appropriate training, education, experience, skills, and ability to fulfill the requirements of the positions they hold and provide training, technical assistance or education as needed to support staff in areas of deficit in knowledge and/or skills.

2.9.1.3. Ensure communication and coordination when appropriate among all staff funded under this contract.

2.9.1.4. Ensure ongoing progress is made to successfully complete annual work plans and outcomes achieved.

2.9.1.5. Ensure financial management systems are in place with the capacity to manage and report on multiple sources of state and federal funds, including work done by subcontractors.

3. Training and Technical Assistance Requirements

3.1. The Contractor shall participate in training and technical assistance as follows:

3.1.1. Public Health Advisory Council

3.1.1.1. Attend semi-annual meetings of PHAC leadership convened by DPHS/BDAS.

3.1.1.2. Complete a technical assistance needs assessment.

3.1.2. Public Health Emergency Preparedness

3.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by DPHS/ESU. Complete a technical assistance needs assessment.

3.1.2.2. Attend up to two trainings per year offered by DPHS/ESU or the agency contracted by the DPHS to provide training programs.

3.1.3. Substance Misuse Prevention

3.1.3.1. SMP coordinator shall attend community of practice meetings/activities.

3.1.3.2. At DHHS' request engage with ongoing technical assistance to ensure the RPHN workforce is knowledge, skilled and has the ability to carry out all scopes of work (e.g. using data to inform plans and evaluate outcomes, using appropriate measures and tools, etc.)

3.1.3.3. Attend all bi-monthly meetings of SMP coordinators.

3.1.3.4. Participate with DHHS technical assistance provider on interpreting the results of the Regional SMP Stakeholder Survey.

3.1.3.5. Attend additional meetings, conference calls and webinars as required by DHHS.

3.1.3.6. SMP lead staff must be credentialed within one year of hire as Certified Prevention Specialist to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and

the New Hampshire Prevention Certification Board. (http://nhpreventcert.org/).

3.1.3.7. SMP staff lead must attend required training, Substance Abuse Prevention Skills Training (SAPST). This training is offered either locally or in New England one (1) to two (2) times annually.

3.1.4. Continuum of Care

3.1.4.1. Be familiar with the evidence-based Strategic Planning Model (includes five steps: Assessment, Capacity, Planning, Implementation, and Development), RROSC and NH DHHS CoC systems development and the "No Wrong Door" approach to systems integration.

3.1.4.2. Attend quarterly CoC Facilitator meetings.

3.1.4.3. Participate in the CoC learning opportunities as they become available to:

3.1.4.3.1. Receive information on emerging initiatives and opportunities;

3.1.4.3.2. Discuss best ways to integrate new information and initiatives;

3.1.4.3.3. Exchange information on CoC development work and techniques;

3.1.4.3.4. Assist in the refinement of measures for regional CoC development;

3.1.4.3.5. Obtain other information as indicated by BDAS or requested by CoC Facilitators.

3.1.4.4. Participate in one-on-one information and/or guidance sessions with BDAS and/or the entity contracted by the department to provide training and technical assistance.

3.1.5. Young Adult Strategies

3.1.5.1. Ensure all young adult prevention program staff receive appropriate training in their selected evidenced-informed program by an individual authorized by the program developer.

3.1.5.2. Participate in ongoing technical assistance, consultation, and targeted trainings from the Department and the entity contracted by the department to provide training and technical assistance.

3.1.6. School-Based Clinics (not applicable to the South Central Region)

3.1.7.

3.1.7.1. Staffing of clinics requires a currently licensed clinical staff person with a current Basic Life Support Certification at each clinic to provide oversight and direction of clinical operations. Clinical license (or copy from the NH online license verification showing the license type, expiration and status) and current BLS certificate should be kept in training file.

4. Staffing

4.1. The Contractor's staffing structure must include a contract administrator and a finance administrator to administer all scopes of work relative to this agreement. In addition, while there is staffing relative to each scope of work presented below, the administrator must ensure that across all funded positions, in addition to subject matter expertise, there is a combined level of expertise, skills and ability to understand data; use data for planning and evaluation; community engagement and collaboration; group facilitation skills; and IT skills to effectively lead regional efforts related to public health planning and service delivery. The funded staff must function as a team, with complementary skills and abilities across these foundational areas of expertise to function as an organization to lead the RPHN's efforts.

4.2. The Contractor shall hire or subcontract and provide support for a designated project lead for each of the following four (4) scopes of work: PHEP, SMP, CoC Facilitator, and Young Adult Strategies. DHHS Recognizes that this agreement provides funding for multiple positions across the multiple program areas, which may result in some individual staff positions having responsibilities across several program areas, including, but not limited to, supervising other staff. A portion of the funds assigned to each program area may be used for technical and/or administrative support personnel. See Table 1 – Minimum for technical and/or administrative support personnel. See Table 1 – Minimum Staffing Requirements.

4.3. Table 1 – Minimum Staffing Requirements

Position Name	Minimum Required Staff Positions
Public Health Advisory Council	No minimum FTE requirement
Substance Misuse Prevention Coordinator	Designated Lead
Continuum of Care Facilitator	Designated Lead
Public Health Emergency Preparedness Coordinator	Designated Lead
Young Adult Strategies (optional)	Designated Lead

5. Reporting

5.1. The Contractor shall:

5.1.1. Participate in Site Visits as follows:

5.1.1.1. Participate in an annual site visit conducted by DPHS/BDAS that includes all funded staff, the contract administrator and financial manager.

5.1.1.2. Participate in site visits and technical assistance specific to a single scope of work as described in the sections below.

5.1.1.3. Submit other information that may be required by federal and state funders during the contract period.

5.1.2. Provide Reports for the Public Health Advisory Council as follows:

5.1.2.1. Submit quarterly PHAC progress reports using an on-line system administered by the DPHS.

5.1.3. Provide Reports for the Public Health Preparedness as follows:

5.1.3.1. Submit quarterly PHEP progress reports using an on-line system administered by the DPHS.

5.1.3.2. Submit all documentation necessary to complete the MCM ORR review or self-assessment.

5.1.3.3. Submit semi-annual action plans for MCM ORR activities on a form provided by the DHHS.

5.1.3.4. Submit information documenting the required MCM ORR-related drills and exercises.

5.1.3.5. Submit final After Action Reports for any other drills or exercises conducted.

5.1.4. Provide Reports for Substance Misuse Prevention as follows:

5.1.4.1. Submit Quarterly SMP Leadership Team meeting agendas and minutes

5.1.4.2. 3-Year Plans must be current and posted to RPHN website, any revised plans require BDAS approval

5.1.4.3. Submission of annual work plans and annual logic models with short, intermediate and long term measures

5.1.4.4. Input of data on a monthly basis to an online database (e.g. PWITS) per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

Federal Block Grant. The data includes but is not limited to:

5.1.4.4.1. Number of individuals served or reached

5.1.4.4.2. Demographics

5.1.4.4.3. Strategies and activities per IOM by the six (6) activity types.

5.1.4.4.4. Dollar Amount and type of funds used in the implementation of strategies and/or interventions

5.1.4.4.5. Percentage evidence based strategies

5.1.4.5. Submit annual report

5.1.4.6. Provide additional reports or data as required by the Department.

5.1.4.7. Participate and administer the Regional SMP Stakeholder Survey in alternate years.

5.1.5. Provide Reports for Continuum of Care as follows:

5.1.5.1. Submit update on regional assets and gaps assessments as required.

5.1.5.2. Submit updates on regional CoC development plans as indicated.

5.1.5.3. Submit quarterly reports as indicated.

5.1.5.4. Submit year-end report as indicated.

5.1.6. Provide Reports for Young Adult Strategies as follows:

5.1.6.1. Participate in an evaluation of the program that is consistent with the federal Partnership for Success 2015 evaluation requirements. Should the evaluation consist of participant surveys, vendors must develop a

system to safely store and maintain survey data in compliance with the Department's policies and protocols. Enter the completed survey data into a database provided by the Department. Survey data shall be provided to the entity contracted by the Department to provide evaluation analysis for analysis.

5.1.6.2. Input data on a monthly basis to an online database as required by the Department. The data includes but is not limited to:

5.1.6.2.1. Number of individuals served

5.1.6.2.2. Demographics of individuals served

5.1.6.2.3. Types of strategies or interventions implemented

5.1.6.2.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions

5.1.6.3. Meet with a team authorized by the Department on a semiannual basis or as needed to conduct a site visit.

5.1.7. Provide Reports for School-Based Vaccination Clinics as follows (not applicable to the South Central Region):

5.1.7.1. Attend annual debriefing and planning meetings with NHIP staff.

5.1.7.2. Complete a year-end summary of total numbers of children vaccinated, as well as accomplishments and improvements to future school-based clinics. No later than 3 months after SBCs are concluded, give the following aggregated data grouped by school to NHIP:

5.1.7.2.1. Number of students at that school

5.1.7.2.2. Number of students vaccinated out of the total number at that school

5.1.7.2.3. Number of vaccinated students on Medicaid out of the total number at that school

5.1.7.3. Provide other reports and updates as requested by NHIP.

5.1.8. Provide Reports for Childhood Lead Poisoning Prevention Community Assessment as follows:

5.1.8.1. Submit a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

6. Performance Measures

6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the DHHS, to measure the effectiveness of the agreement as follows:

6.1.1. Public Health Advisory Council

6.1.1.1. Documented organizational structure for the PHAC (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).

6.1.1.2. Documentation that the PHAC membership represents public health stakeholders and the covered populations described in section 3.1.

6.1.1.3. CHIP evaluation plan that demonstrates positive outcomes each year.

6.1.1.4. Publication of an annual report to the community.

6.1.2. Public Health Emergency Preparedness

6.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review based on prioritized recommendations from DHHS.

6.1.2.2. Response rate and percent of staff responding during staff notification, acknowledgement and assembly drills.

6.1.2.3. Percent of requests for activation met by the Multi-Agency Coordinating Entity.

6.1.2.4. Percent of requests for deployment during emergencies met by partnering agencies and volunteers.

6.1.3. Substance Misuse Prevention

6.1.3.1. As measured by the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health (NSDUH), reductions in prevalence rates for:

6.1.3.1.1. 30-day alcohol use
6.1.3.1.2. 30-day marijuana use
6.1.3.1.3. 30-day illegal drug use
6.1.3.1.4. Illicit drug use other than marijuana
6.1.3.1.5. 30-day Nonmedical use of pain relievers
6.1.3.1.6. Life time heroin use
6.1.3.1.7. Binge Drinking
6.1.3.1.8. Youth smoking prevalence rate, currently smoke cigarettes
6.1.3.1.9. Binge Drinking

6.1.3.1.10. Youth smoking prevalence rate, currently smoke cigarettes

6.1.3.2. As measured by the YRB and NSDUH increases in the perception of risk for:

6.1.3.2.1. Perception of risk from alcohol use

6.1.3.2.2. Perception of risk from marijuana use

6.1.3.2.3. Perception of risk from illegal drug use

6.1.3.2.4. Perception of risk from Nonmedical use of prescription drugs without a prescription

6.1.3.2.5. Perception of risk from binge drinking

6.1.3.2.6. Perception of risk in harming themselves physically and in other ways when they smoke one or more packs of cigarettes per day

6.1.3.2.7. Demonstrated outcomes related to Risk and Protective Factors that align with prevalence data and strategic plans.

6.1.4. Continuum of Care

6.1.4.1. Evidence of ongoing update of regional substance use services assets and gaps assessment.

6.1.4.2. Evidence of ongoing update of regional CoC development plan.

6.1.4.3. Number of partners assisting in regional information dissemination efforts.

6.1.4.4. Increase in the number of calls from community members in regional seeking help as a result of information dissemination.

6.1.4.5. Increase in the number of community members in region accessing services as a result of information dissemination.

6.1.4.6. Number of other related initiatives CoC Facilitator leads, participates in, or materially contributes to.

6.1.5. Young Adult Strategies

6.1.5.1. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.1.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.1.2. Participants will report a decrease in past 30-day non-medical prescription drug use.

6.1.5.1.3. Participants will report a decrease in past 30-day illicit drug use including illicit opioids.

6.1.5.2. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.2.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.2.2. Participants will report a decrease in negative consequences from substance misuse.

6.1.6. School-Based Vaccination Clinics (not applicable to the South Central Region)

6.1.6.1. Annual increase in the percent of students receiving seasonal influenza vaccination in school-based clinics.

6.1.6.2. Annual increase in the percentage of schools identified by NHIP that participate in the Free/Reduced School Lunch Program; or completion of at least 50% of schools listed.

6.1.6.3. Vaccine wastage shall be kept below 5%.

6.1.7. Childhood Lead Poisoning Prevention Community Assessment

6.1.7.1. At least one (1) representative from the RPHN attends a one-day meeting hosted by the HHLPPP to review data pertaining to the burden of lead in the region.

6.1.7.2. At least six (6) diverse partners from the region participate in an educational session on the burden of lead poisoning.

6.1.7.3. Submission of a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   1.1. This Agreement is funded with funds from the:

      1.1.1. Federal Funds from the US Centers for Disease Control and Prevention, Preventive Health Services, Catalog of Federal Domestic Assistance (CFDA #) 93.991, Federal Award Identification Number (FAIN) #B01OT009205.

      1.1.2. Federal Funds from the US Centers for Disease Control and Prevention, Public Health Emergency Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.069, Federal Award Identification Number (FAIN) #U90TP000535, and General Funds.

      1.1.3. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance (CFDA #) 93.959, Federal Award Identification Number (FAIN) #TI010035, and General Funds

      1.1.4. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative, Catalog of Federal Domestic Assistance (CFDA #) 93.243, Federal Award Identification Number (FAIN) #SP020796

      1.1.5. Federal Funds from the US Centers for Disease Control and Prevention, National Center for Immunization and Respiratory Diseases, Catalog of Federal Domestic Assistance (CFDA #) 93.268, Federal Award Identification Number (FAIN) #H23IP000757

      1.1.6. Federal Funds from the US Department of Health and Human Services, Public Health Hospital Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.889, Federal Award Identification Number (FAIN) #U90TP000535.

      1.1.7. Federal Funds from the US Department of Health and Human Services, Childhood Lead Poisoning Prevention and Surveillance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.197, Federal Award Identification Number (FAIN) #NUE2EH001408.

      1.1.8. And General Funds from the State of New Hampshire.

   1.2. The Contractor shall provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

   1.3. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2. Program Funding

Exhibit B

2.1. The Contractor shall be paid up to the amounts specified for each program/scope of work identified in Exhibit B-1 Program Funding.

2.2. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

2.2.1. Utilize budget forms as provided by the Department

2.2.2. Submit a budget for each program/scope of work for each state fiscal year in accordance with Exhibit B-1.

2.2.3. Collaborate with the Department to incorporate approved budgets into this agreement by Amendment.

3. Payment for said services shall be made monthly as follows:

3.1. 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 budget line items in Section 2.2 above.

3.2. The Contractor shall submit an invoice form provided by the Department no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

3.3. The Contractor shall ensure the invoices are completed, signed, dated and returned to the Department in order to initiate payments.

3.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

3.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

3.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHSContractBilling@dhhs.nh.gov

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

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

6. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Vendor Name: Granite United Way
Contract Name: Regional Public Health Network Services

Region: Carroll County

State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse Prevention	Continuum of Care	Young Adult Substance Misue Preventioin Strategies*	School-Based Vaccination Clinics	Childhood Lead Poisoning Prevention Community Assessment	Hepatitis A Vaccination Clinics	Total
2019	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200.00	$ 10,000.00	$ 11,200.00
2020	$ 30,000.00	$ 93,600.00	$ 78,121.00	$ 40,264.00	$ 90,000.00	$ 15,000.00	$ 1,800.00	$ 10,000.00	$ 358,785.00
2021	$ 30,000.00	$ 93,600.00	$ 78,121.00	$ 40,264.00	$ 22,500.00	$ 15,000.00	$ -	$ -	$ 279,485.00

Region: Capitol

State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse Prevention	Continuum of Care	Young Adult Substance Misue Preventioin Strategies*	School-Based Vaccination Clinics	Childhood Lead Poisoning Prevention Community Assessment	Hepatitis A Vaccination Clinics	Total
2019	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200.00	$ 10,000.00	$ 11,200.00
2020	$ 30,000.00	$ 103,430.00	$ 78,014.00	$ 40,250.00	$ 90,000.00	$ 15,000.00	$ 1,800.00	$ 10,000.00	$ 368,494.00
2021	$ 30,000.00	$ 103,430.00	$ 78,014.00	$ 40,250.00	$ 22,500.00	$ 15,000.00	$ -	$ -	$ 289,194.00

Region: South Central

State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse Prevention	Continuum of Care	Young Adult Substance Misue Preventioin Strategies*	School-Based Vaccination Clinics	Childhood Lead Poisoning Prevention Community Assessment	Hepatitis A Vaccination Clinics	Total
2019	$ -	$ -	$ -	$ -	$ -	not applicable	$ 1,200.00	$ 10,000.00	$ 11,200.00
2020	$ 30,000.00	$ 104,360.00	$ 78,375.00	$ 40,137.00	$ 90,000.00	not applicable	$ 1,800.00	$ 10,000.00	$ 354,672.00
2021	$ 30,000.00	$ 104,360.00	$ 78,375.00	$ 40,137.00	$ 22,500.00	not applicable	$ -	$ -	$ 275,372.00

*Young Adult Strategies State Fiscal Year 2021 Funding ends September 30, 2020.

Contractor Initials:
Contractor: 5/29/19

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

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

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

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

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

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

Contractor Initials
Date 5/29/19

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

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

20.2. DEPARTMENT: NH Department of Health and Human Services.

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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Date 5/29/19

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Vendor Name: Granite United Way

5/29/19
Date

Name: Patrick Tufts
Title: President & CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name: Granite United Way

5/29/19
Date

Name: Patrick Tufts
Title: President & CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials PO
Date 5/29/19

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name: Granite United Way

5/29/19
Date

Name: Patrick Tufts
Title: President & CEO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name: Granite United Way

5/29/19
Date

Name: Patrick Tufts
Title: President & CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Granite United Way

5/29/19
Date

Name: Patrick Tufts
Title: President & CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	Granite United Way
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Patrick Tufts
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR DPHS	President & CEO
Title of Authorized Representative	Title of Authorized Representative
6/6/19	5/29/19
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

Vendor Name: Granite United Way

5/29/19
Date

Name: Patrick Tufts
Title: President & CEO

FORM A

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

1. The DUNS number for your entity is: 156484990

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: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

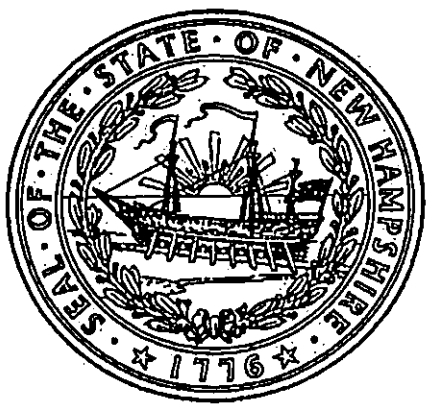
DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE UNITED WAY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1927. 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: 65650
Certificate Number: 0004512325



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 May A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Heather Staples Lavoie, do hereby certify that:

1. I am a duly elected Board Chair of Granite United Way, a New Hampshire voluntary corporation; and

2. The following are true copies of two resolutions duly adopted at a meeting of the Executive Committee of the Board of Directors of the corporation, duly held on October 8, 2015;

   RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

   RESOLVED: That the President & CEO is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Patrick Tufts is the duly elected President & CEO of the corporation.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29th day of May, 2019.

IN WITNESS WHEREOF, I have hereunto set my name as Board Chair of the Corporation hereto, affixed this 29th day of May, 2019.

Signature of Elected Officer

STATE OF NEW HAMPSHIRE
County of Hillsborough

The foregoing instrument was acknowledged before me this 29th day of May, 2019.

By: Kathleen A. Scanlon

(Notary Public)

Commission Expires:

KATHLEEN A. SCANLON
Notary Public - New Hampshire
My Commission Expires June 24, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2019

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

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

PRODUCER	CONTACT NAME: Sarah Fifield
THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012 E-MAIL ADDRESS: sfifield@rowleyagency.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A: Hanover Ins - Bedford
INSURED Granite United Way 22 Concord Street Floor 2 Manchester NH 03101	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 19-20 all lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZHV900337107	1/1/2019	1/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			ZHV900337107	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UHV9003210-08	1/1/2019	1/1/2020	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			3A States: NH WHV8996802-08	1/1/2019	1/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER

NH Department of Health and Human Service
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Basil Makris/BCM

Granite United Way

LIVE UNITED

MISSION STATEMENT

Granite United Way's mission is to improve the quality of people's lives by bringing together the caring power of communities.

Granite United Way

Merrimack County
45 South Main Street
Concord, NH 03301
603.224.2595

Southern Region
22 Concord Street
Manchester, NH 03101
603.625.6939

North Country
P.O. Box 311
Littleton, NH 03561
603.444.1555

Northern Region
961 Main Street
Berlin, NH 03570
603.752.3343

Upper Valley
21 Technology Drive
W. Lebanon, NH 03784
603.298.8499

Central Region
383 South Main St.
Laconia, NH 03246
603.737.1121

Whole Village
258 Highland Street
Plymouth, NH 03264
603.536.3720

Carroll County United
448A White Mtn. Highway
Tamworth, NH 03886
603.323.8139

GRANITE UNITED WAY

FINANCIAL REPORT

MARCH 31, 2018

CONTENTS

NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

Report on the Financial Statements
We have audited the accompanying financial statements of Granite United Way, which comprise the statement of financial position as of March 31, 2018, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

70 Commercial Street, 4th Floor
Concord, NH 03301
v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431
v: 603-357-7665
f: 603-358-6800

44 School Street
Lebanon, NH 03766
v: 603-448-2650
f: 603-448-2476

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Granite United Way as of March 31, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other 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 is presented for purposes of additional analysis as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), 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 auditing standards generally accepted in the United States of America. 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 July 10, 2018 on our consideration of Granite United Way'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 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 Granite United Way'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 Granite United Way's internal control over financial reporting and compliance.

Other Supplementary Information
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules of community impact awards to qualified partner agencies and emerging opportunity grants are presented for purposes of additional analysis and are 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 auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited the Granite United Way March 31, 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated August 17, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended March 31, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Vechsler & Company

Concord, New Hampshire
July 10, 2018

GRANITE UNITED WAY

STATEMENT OF FINANCIAL POSITION
March 31, 2018 with comparative totals as of March 31, 2017

	2018				2017
ASSETS	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
CURRENT ASSETS					
Cash	$ 632,093	$ 55,629	$ -	$ 687,722	$ 727,600
Prepaid and reimbursable expenses	36,828	-	-	36,828	53,027
Investments	460,554	-	-	460,554	465,149
Accounts and rent receivable	14,323	-	-	14,323	11,021
Contributions and grants receivable, net of allowance for uncollectible contributions 2018 $481,267; 2017 $525,727	-	3,619,219	-	3,619,219	3,796,908
Total current assets	1,143,798	3,674,848	-	4,818,646	5,053,705
OTHER ASSETS					
Property and equipment, net	1,287,863	-	-	1,287,863	1,028,071
Investments - endowment	10,311	53,442	142,652	206,405	155,875
Beneficial interest in assets held by others	-	1,782,840	-	1,782,840	1,691,022
Total other assets	1,298,174	1,836,282	142,652	3,277,108	2,874,968
Total assets	$ 2,441,972	$ 5,511,130	$ 142,652	$ 8,095,754	$ 7,928,673
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
ALLOCATED ANNUAL CAMPAIGN SUPPORT DESIGNATED FOR FUTURE PERIODS					
Future allocations payable	$ 1,888,376	$ -	$ -	$ 1,888,376	$ 1,958,135
Donor-designations payable	420,955	1,159,651	-	1,580,606	1,484,417
	2,309,331	1,159,651	-	3,468,982	3,442,552
Current maturities of long-term debt	12,718	-	-	12,718	12,190
Funds held for others	23,795	-	-	23,795	29,420
Accounts payable	87,962	27,613	-	115,575	68,556
Accrued expenses	130,522	-	-	130,522	106,537
Deferred revenue - designation fees	48,450	-	-	48,450	44,246
Total current liabilities	2,612,778	1,187,264	-	3,800,042	3,703,501
LONG-TERM DEBT, less current maturities	215,245	-	-	215,245	227,230
Total liabilities	2,828,023	1,187,264	-	4,015,287	3,930,731
COMMITMENTS *(See Notes)*					
NET ASSETS (DEFICIT):					
Unrestricted	(1,445,951)	-	-	(1,445,951)	(1,554,608)
Unrestricted, invested in property and equipment	1,059,900	-	-	1,059,900	788,651
Total unrestricted net deficit	(386,051)	-	-	(386,051)	(765,957)
Temporarily restricted	-	4,323,866	-	4,323,866	4,663,502
Permanently restricted	-	-	142,652	142,652	100,397
Total net assets (deficit)	(386,051)	4,323,866	142,652	4,080,467	3,997,942
Total liabilities and net assets	$ 2,441,972	$ 5,511,130	$ 142,652	$ 8,095,754	$ 7,928,673

See Notes to Financial Statements.

GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year ended March 31, 2018 with comparative totals for the year ended March 31, 2017

	2018				2017
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
Support and revenues:					
Campaign revenue:					
Total contributions pledged	$ -	$ 7,372,676	$ 42,255	$ 7,414,931	$ 7,208,239
Less donor designations	-	(2,190,178)	-	(2,190,178)	(2,033,443)
Less provision for uncollectible pledges	-	(298,907)	-	(298,907)	(288,453)
Add prior years' excess provision for uncollectible pledges taken into income in current year	144,147	-	-	144,147	89,820
Net campaign revenue	144,147	4,883,591	42,255	5,069,993	4,976,163
Support:					
Grant revenue	-	1,246,852	-	1,246,852	1,108,898
Sponsors and other contributions	-	487,941	-	487,941	677,938
In-kind contributions	104,564	-	-	104,564	40,899
Total support	248,711	6,618,384	42,255	6,909,350	6,803,898
Other revenue:					
Rental income	87,535	-	-	87,535	87,603
Administrative fees	58,479	-	-	58,479	60,566
Miscellaneous income	569	-	-	569	3,023
Returned grants	86,667	-	-	86,667	33,575
Total support and revenues	481,961	6,618,384	42,255	7,142,600	6,988,665
Net assets released from restrictions:					
For satisfaction of time restrictions	4,832,648	(4,832,648)	-	-	-
For satisfaction of program restrictions	2,224,946	(2,224,946)	-	-	-
	7,539,555	(439,210)	42,255	7,142,600	6,988,665
Expenses:					
Program services	5,694,902	-	-	5,694,902	5,754,597
Support services:					
Management and general	586,313	-	-	586,313	550,755
Fundraising	959,177	-	-	959,177	948,140
Total expenses	7,240,392	-	-	7,240,392	7,253,492
Increase (decrease) in net assets before other activities	299,163	(439,210)	42,255	(97,792)	(264,827)
Other activities:					
Increase in value of beneficial interest in trusts, net of fees 2018 $11,787; 2017 $11,529	-	91,818	-	91,818	103,621
Realized and unrealized gains (losses) on investments	(10,911)	5,234	-	(5,677)	(3,297)
Gain on sale of property and equipment	-	-	-	-	22,433
Investment income	91,654	2,522	-	94,176	97,762
Total other activities	80,743	99,574	-	180,317	220,519
Net increase (decrease) in net assets	379,906	(339,636)	42,255	82,525	(44,308)
Net assets (deficit), beginning of year	(765,957)	4,663,502	100,397	3,997,942	4,042,250
Net assets (deficit), end of year	$ (386,051)	$ 4,323,866	$ 142,652	$ 4,080,467	$ 3,997,942

See Notes to Financial Statements.

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES

Year ended March 31, 2018 with comparative totals for the year ended March 31, 2017

	2018				2017
	Program services	Management and general	Fundraising	Total	Total
Salaries and wages	$ 1,614,602	$ 383,526	$ 598,530	$ 2,596,658	$ 2,705,027
Employee fringe benefits	232,016	55,112	86,008	373,136	303,752
Payroll taxes	107,280	25,483	39,769	172,532	177,095
Employer 403(b) contribution	52,804	12,543	19,574	84,921	77,526
Total salaries and related benefits	2,006,702	476,664	743,881	3,227,247	3,263,400
Community Impact Grants to agencies	1,959,583	-	-	1,959,583	2,005,635
Grant expenses-Public Health Network	616,159	-	-	616,159	482,131
Other program services (See Note 12)	256,717	-	-	256,717	282,959
Occupancy	110,675	26,289	41,027	177,991	159,939
211 expenses	109,223	-	-	109,223	113,823
Telephone, communications and technology	64,119	15,230	23,768	103,117	103,442
United Way Worldwide dues	49,636	11,790	18,400	79,826	77,912
Safe Station expenses	78,244	-	-	78,244	191,490
Publications, printing and campaign expenses	29,450	-	44,176	73,626	74,285
Professional services	42,631	10,126	15,803	68,560	52,152
In-kind expenses	80,386	9,442	14,736	104,564	40,899
STEAM Ahead expenses	62,109	-	-	62,109	38,897
Conferences, training and meetings	26,184	6,220	9,707	42,111	26,936
Supplies and office expense	25,051	5,951	9,287	40,289	43,784
Insurance	22,601	5,369	8,378	36,348	35,593
Travel	17,638	4,190	6,538	28,366	28,882
Miscellaneous	12,183	2,894	4,516	19,593	23,151
Volunteer Income Tax Assistance expenses	18,908	-	-	18,908	27,234
Special events	14,413	265	414	15,092	23,643
Postage	8,892	2,112	3,296	14,300	15,917
Other dues and awards	6,839	1,625	2,536	11,000	8,698
Community impact expenses	3,972	-	-	3,972	8,151
Investment fees	1,291	306	478	2,075	2,184
Total expenses before interest and depreciation	5,623,606	578,473	946,941	7,149,020	7,156,137
Interest expense	8,930	982	1,533	11,445	11,044
Depreciation	62,366	6,858	10,703	79,927	86,311
Total functional expenses	$ 5,694,902	$ 586,313	$ 959,177	$ 7,240,392	$ 7,253,492

See Notes to Financial Statements.

GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS
Years Ended March 31, 2018 and 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from donors	$ 7,858,294	$ 7,150,826
Cash received from grantors	1,246,852	1,108,898
Administrative fees	62,683	57,469
Other cash received	171,469	120,026
Cash received from trusts	72,436	74,157
Designations paid	(2,093,989)	(1,659,064)
Net cash (paid) received for funds held for others	(5,625)	460
Cash paid to agencies	(1,961,835)	(2,271,239)
Cash paid to suppliers, employees, and others	(5,010,079)	(5,099,556)
Net cash provided by (used in) operating activities	**340,206**	**(518,023)**
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property and equipment	-	363,739
Purchase of property and equipment	(339,718)	(43,102)
Proceeds from sale of investments	13,345	10,152
Purchase of investments	(42,255)	-
Net cash provided by (used in) investing activities	**(368,628)**	**330,789**
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term debt	(11,456)	(11,282)
Net decrease in cash	**(39,878)**	**(198,516)**
Cash, beginning of year	727,600	926,116
Cash, end of year	$ **687,722**	$ **727,600**

See Notes to Financial Statements.

GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS (CONTINUED)
Years Ended March 31, 2018 and 2017

	2018	2017
RECONCILIATION OF INCREASE (DECREASE) IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Increase (decrease) in net assets	$ 82,525	$ (44,308)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:		
Realized and unrealized loss on investments	5,677	3,297
Gain on sale of property and equipment	-	(22,433)
Reinvested interest and dividends	(22,706)	(23,133)
Depreciation	79,927	86,311
Prior years' excess provision for uncollectible pledges	(144,147)	(89,820)
Increase in accounts and rent receivable	(3,302)	(4,175)
(Increase) decrease in prepaid and reimbursable expenses	16,199	(14,782)
(Increase) decrease in contributions receivable	321,836	(33,234)
Increase in value of beneficial interest in assets held by others	(91,818)	(103,621)
Increase (decrease) in allocated annual campaign	26,430	(304,888)
Increase (decrease) in funds held for others	(5,625)	460
Increase in accounts payable	47,021	49,600
Increase (decrease) in accrued expenses	23,985	(14,199)
Increase (decrease) in deferred revenue	4,204	(3,098)
Net cash provided by (used in) operating activities	$ 340,206	$ (518,023)
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for:		
Interest expense	$ 11,445	$ 11,044

See Notes to Financial Statements.

Note 1. Nature of Activities

Granite United Way (the "United Way") was formed on July 1, 2010, as the result of a merger of four local not-for-profit entities - Heritage United Way, Inc., United Way of Merrimack County, North Country United Way and Upper Valley United Way. All of these entities shared the common goal to raise and distribute funds for the community's needs. This merger allows for shared resources and reduction in overhead in order to increase impact in the communities the United Way serves.

On February 1, 2012, the United Way acquired the assets and assumed the liabilities of United Way of Northern New Hampshire. On January 1, 2013, the United Way acquired the assets and assumed the liabilities of Lakes Region United Way.

The United Way conducts annual campaigns in the fall of each year to support hundreds of local programs, primarily in the subsequent year, while the State Employee Charitable Campaign, managed by the United Way, is conducted in May and June. Campaign contributions are used to support local health and human services programs, collaborations and to pay the United Way's operating expenses. Donors may designate their pledges to support a region of the United Way, a Community Impact area, other United Ways or to any health and human service organization having 501(c)(3) tax-exempt status. Amounts pledged to other United Ways or agencies are included in the total contributions pledged revenue and as designations expense. The related amounts receivable and payable are reported as an asset and liability in the statement of financial position. The net campaign results are reflected as temporarily restricted in the accompanying statement of activities and changes in net assets, as the amounts are to be collected in the following year. Prior year campaign results are reflected as net assets released from restrictions in the current year statement of activities and changes in net assets.

The United Way invests in the community through three different vehicles:

March 31,	2018	2017
Community Impact Awards to partner agencies	$ 1,959,583	$ 2,005,635
Donor designated gifts to Health and Human Service agencies	2,190,178	1,672,420
Granite United Way Program services	3,735,319	3,748,962
Total	$ 7,885,080	$ 7,427,017

Note 2. Summary of Significant Accounting Policies

Basis of accounting: The financial statements of the United Way have been prepared on the accrual basis. Under the accrual basis, revenues and gains are recognized when earned and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Estimates and assumptions: The United Way prepares its financial statements in accordance with generally accepted accounting principles. Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Accordingly, actual results could differ from those estimates.

(continued on next page)

NOTES TO FINANCIAL STATEMENTS

Cash and cash equivalents: For purposes of reporting cash flows, the United Way considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The United Way had no cash equivalents at March 31, 2018 and 2017.

Basis of presentation: The United Way accounts for contributions received in accordance with the FASB Accounting Standards Codification topic for revenue recognition (FASB ASC 958-605) and contributions made in accordance with FASB ASC 958-720-25 and FASB ASC 958-310. In accordance with FASB ASC 958-605-25, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, FASB ASC 958-310 requires that unconditional promises to give (pledges) be recorded as receivables and recognized as revenues.

The United Way adheres to the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the United Way is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Descriptions of the three net asset categories are as follows:

Unrestricted net assets include both undesignated and designated net assets, which are the revenues not restricted by outside sources and revenues designated by the Board of Directors for special purposes and their related expenses.

Temporarily restricted net assets include gifts and pledges for which time restrictions or donor-imposed restrictions have not yet been met and donor designations payable associated with uncollected pledges. Temporarily restricted net assets also include the beneficial interest in assets held by others and the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof be made available for program operations in accordance with donor restrictions.

Contributions receivable: Campaign pledge contributions are generally paid within one year. The United Way provides an allowance for uncollectible pledges at the time campaign results are recorded. Provisions for uncollectible pledges have been recorded in the amount of $298,907 and $288,453 for the campaign years ended March 31, 2018 and 2017, respectively. The provision for uncollectible pledges was calculated at 4.5% of the total pledges for both years ended March 31, 2018 and 2017.

Investments: The United Way's investments in marketable equity securities and all debt securities are reported at their fair value based upon quoted market prices in the accompanying statement of financial position. Unrealized gains and losses are included in the changes in net assets in the accompanying statement of activities. The United Way's investments do not have a significant concentration of credit risk within any industry, geographic location, or specific location.

Deferred revenue: The United Way charged a 10% administrative fee on the State Campaign designations for both years ended March 31, 2018 and 2017. The United Way charged 5% on most other designations for both of the years ended March 31, 2018 and 2017.

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These administrative fees are recognized in the post campaign years, as this is the year they are available to offset administrative expenses.

Donated goods and services: Contributed services are recognized when the services received would typically need to be purchased if they had not been provided by donation or require specialized skills and are provided by individuals possessing those skills. Various types of in-kind support, including services, call center space, gift certificates, materials and other items, amounting to $104,564 and $40,899 have been reflected at fair value in the financial statements for the years ended March 31, 2018 and 2017, respectively.

A substantial number of volunteers have donated significant amounts of their time in United Way's program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Functional allocation of expenses: The cost of providing the various programs and other activities has been summarized on a functional basis in the statement of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Property and equipment: Property and equipment are included in unrestricted net assets and are carried at cost if purchased and fair value if contributed. Maintenance, repairs and minor renewals are expensed as incurred, and major renewals and betterments are capitalized. The United Way capitalizes additions of property and equipment in excess of $1,000.

Depreciation of property and equipment is computed using the straight-line method over the following useful lives:

	Years
Building and building improvements	5-31½
Leasehold improvements	15
Furniture and equipment	3-10

Concentrations of credit risk: Financial instruments which potentially subject the United Way to concentrations of credit risk, consist primarily of contributions receivable, substantially all of which are from individuals, businesses, or not-for-profit organizations. Concentrations of credit risk are limited due to the large number of donors comprising the United Way's donor base. As a result, at March 31, 2018, the United Way does not consider itself to have any significant concentrations of credit risk with respect to contributions receivable.

In addition, the United Way maintains cash accounts with several financial institutions insured by the Federal Deposit Insurance Corporation up to $250,000. At March 31, 2018, there was approximately $312,500 included in cash in excess of federally insured limits.

Income taxes: The United Way is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The United Way is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

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The United Way has adopted the provisions of FASB ASC 740 Accounting for Uncertainty in Income Taxes. Accordingly, management has evaluated the United Way's tax positions and concluded the United Way had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements.

With few exceptions, the United Way is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for tax years before 2015.

Note 3. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy are as follows:

- Level 1 - inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at Level 1 fair value generally are securities listed in active markets. The United Way has valued their investments listed on national exchanges at the last sales price as of the day of valuation.
- Level 2 - inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 - inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

Financial assets carried at fair value on a recurring basis consist of the following at March 31, 2018:

	Level 1	Level 2	Level 3
Money market funds	$ 132,068	$ 22,280	$ -
Mutual funds:			
Domestic equity	61,523	-	-
Fixed income	244,862	-	-
Fixed income funds	177,247	-	-
Municipal bonds	-	10,565	-
Corporate bonds	-	23,503	-
Beneficial interest in assets held by others	-	-	1,782,840
Total	$ 615,700	$ 56,348	$ 1,782,840

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NOTES TO FINANCIAL STATEMENTS

Financial assets carried at fair value on a recurring basis consist of the following at March 31, 2017:

	Level 1	Level 2	Level 3
Money market funds	$ 81,311	$ 12,250	$ -
Mutual funds:			
Domestic equity	55,025	-	-
Fixed income	250,459	-	-
Other	5,065	-	-
Fixed income funds	181,537	-	-
Municipal bonds	-	10,765	-
Corporate bonds	-	24,736	-
Beneficial interest in assets held by others	-	-	1,691,022
Total	$ 573,397	$ 47,751	$ 1,691,022

	Beneficial interest in assets held by others
Balance, April 1, 2016	$ 1,587,401
Total unrealized gains, net of fees, included in changes in temporarily restricted net assets	103,621
Balance, March 31, 2017	$ 1,691,022
Total unrealized gains, net of fees, included in changes in temporarily restricted net assets	91,818
Balance, March 31, 2018	$ 1,782,840
Amount of unrealized gains, net of fees, attributable to change in unrealized gains relating to assets still held at the reporting date included in the statement of activities and changes in net assets	$ 91,818

All assets have been valued using a market approach, except for the beneficial interest in assets held by others, and have been consistently applied. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets. Prices may be indicated by pricing guides, sales transactions, market trades, or other sources.

The beneficial interest in assets held by others is valued using the income approach. The value is determined by calculating the present value of future distributions expected to be received, which approximates the value of the trust's assets at March 31, 2018 and 2017.

GAAP requires disclosure of an estimate of fair value for certain financial instruments. The United Way's significant financial instruments include cash and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Note 4. Property and Equipment

Property and equipment, at cost, at March 31,	2018	2017
Land, buildings and building improvements	$ 1,403,441	$ 1,078,962
Leasehold improvements	5,061	5,061
Furniture and equipment	437,854	422,614
Total property and equipment	1,846,356	1,506,637
Less accumulated depreciation	(558,493)	(478,566)
Total property and equipment, net	$ 1,287,863	$ 1,028,071

Note 5. Endowment Funds Held by Others

Agency endowed funds: The United Way is a beneficiary of various agency endowment funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as separate funds designated for the benefit of the United Way.

In accordance with its spending policy, the Foundation may make distributions from the funds to the United Way. The distributions are approximately 4.0% of the market value of each fund per year.

The estimated value of the future distributions from the funds is included in these financial statements as required by FASB ASC 958-605, however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the United Way.

The United Way received $68,060 and $69,677 from the agency endowed funds during the years ended March 31, 2018 and 2017, respectively.

Designated funds: The United Way is also a beneficiary of two designated funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of the United Way. In accordance with its spending policy, the Foundation makes distributions from the funds to the United Way.

The distributions are approximately 4.0% of the market value of the fund per year. These funds are not included in these financial statements, since although all property in these funds was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the United Way, The New Hampshire Charitable Foundation may redirect funds to another organization.

The United Way received $4,376 and $4,480 from the designated funds during the year ended March 31, 2018 and 2017, respectively. The market value of these fund's assets amounted to approximately $114,600 and $109,000 as of March 31, 2018 and 2017, respectively.

Note 6. Long-term Debt

Long-term debt at March 31,	2018	2017
Mortgage financed with a local bank. Interest rate at the 5-year Federal Home Loan Classic Advance Rate plus 2.5% (4.82% at March 31, 2018). Due in monthly installments of principal and interest of $1,837 through December, 2031. Collateralized by the United Way's building located in Plymouth, NH.	$ 227,963	$ 239,420
Less portion payable within one year	12,718	12,190
Total long-term debt	$ 215,245	$ 227,230

The scheduled maturities of long-term debt at March 31, 2018 were as follows:

Year Ending March 31,	
2019	$ 12,718
2020	13,269
2021	13,844
2022	14,444
2023	15,070
Thereafter	158,618
Total	$ 227,963

The mortgage note contains a financial covenant for debt service coverage, which is tested annually based on the year-end financial statements.

The United Way has a revolving line-of-credit with Citizen's Bank with a maximum borrowing limit of $250,000. The line-of-credit is subject to annual review and renewal. The line-of-credit agreement bears interest equal to the Wall Street Journal prime rate plus 0.25% (5.00% as of March 31, 2018) and is secured by all assets of the United Way. At March 31, 2018, there were no amounts outstanding on this line-of-credit agreement.

Note 7. Funds Held for Others

The United Way held funds for others for the following projects:

March 31,	2018	2017
Concord Multicultural Project Fund	$ 15,814	$ 17,256
Working Bridges Loans	3,190	4,642
Mayor's Prayer Breakfast	2,872	2,625
Get Moving Manchester	1,674	1,248
Better Together	245	214
Friendship Bench	-	3,435
Total	$ 23,795	$ 29,420

Note 8. Endowment Funds and Net Assets

The United Way adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205-45).

FASB ASC 958-205-45 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA).

FASB ASC 958-205-45 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The United Way's endowment consists of four individual funds established for youth programs, Whole Village and general operating support. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including those funds designated by the Board of Directors, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the United Way has interpreted UPMIFA as allowing the United Way to appropriate for expenditure or accumulate so much of an endowment fund as the United Way determines to be prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift instrument.

As a result of this interpretation, the United Way classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the United Way in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the United Way considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the United Way, and (7) the investment policies of the United Way.

Investment Return Objectives, Risk Parameters and Strategies: The United Way has adopted investment policies, approved by the Board of Directors, for endowment assets for the long-term. The United Way seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable level of risk.

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Investment risk is measured in terms of the total endowment fund; investment assets and allocations between asset classes and strategies are managed to not expose the fund to unacceptable level of risk.

Spending Policy: The United Way does not currently have a spending policy for distributions each year as they strive to operate within a budget of their current Campaign's income. To date there have been no distributions from the endowment fund.

Endowment net asset composition by type of fund as of March 31, 2018 is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 53,442	$ 142,652	$ 196,094
Board-designated endowment funds	10,311	-	-	10,311
	$ 10,311	$ 53,442	$ 142,652	$ 206,405

Changes in the endowment net assets as of March 31, 2018 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, March 31, 2017	$ 9,792	$ 45,686	$ 100,397	$ 155,875
Contributions	-	-	42,255	42,255
Investment return:				
Investment income	169	2,522	-	2,691
Net appreciation (realized and unrealized)	350	5,234	-	5,584
Total investment return	519	7,756	-	8,275
Endowment net assets, March 31, 2018	$ 10,311	$ 53,442	$ 142,652	$ 206,405

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Endowment net asset composition by type of fund as of March 31, 2017 is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 45,686	$ 100,397	$ 146,083
Board-designated endowment funds	9,792	-	-	9,792
	$ 9,792	$ 45,686	$ 100,397	$ 155,875

Changes in the endowment net assets as of March 31, 2017 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, March 31, 2016	$ 9,272	$ 37,928	$ 100,397	$ 147,597
Investment return:				
Investment income	147	2,191	-	2,338
Net appreciation (realized and unrealized)	373	5,567	-	5,940
Total investment return	520	7,758	-	8,278
Endowment net assets, March 31, 2017	$ 9,792	$ 45,686	$ 100,397	$ 155,875

Income from permanently restricted net assets is available for the following purposes:

March 31,	2018	2017
General operations	$ 57,185	$ 14,930
Youth programs	11,467	11,467
General operations of Whole Village	74,000	74,000
Total permanently restricted net assets	$ 142,652	$ 100,397

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Temporarily restricted net assets consisted of support and other unexpended revenues and represent the following:

March 31,	2018	2017
Contributions receivable related to campaigns	$ 3,450,040	$ 3,463,393
Designations payable to other agencies and United Ways	(1,159,651)	(1,109,265)
CDFA contributions receivable and funds for the Bridge House and Whole Village Family Resource Center upgrades	-	267,822
Public Health Network services	155,441	161,508
Working Bridges	20,768	37,215
West Side Reads	19,413	-
Other programs	1,573	2,980
STEAM Ahead	-	62,109
Safe Station	-	24,510
Concord Cold Weather Shelter	-	16,522
Agency endowed funds at the New Hampshire Charitable Foundation	1,782,840	1,691,022
Portion of perpetual endowment funds subject to time restriction under UPMIFA	53,442	45,686
Total temporarily restricted net assets	$ 4,323,866	$ 4,663,502

Note 9. Pension Fund

The United Way sponsors a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code, whereby electing employees contribute a portion of their salaries to the plan. For the years ended March 31, 2018 and 2017, the United Way contributed $84,921 and $77,526, respectively, to employees participating in the plan.

Note 10. Lease Commitments

During the year ended March 31, 2017, the United Way entered into an operating lease agreement for a three year term commencing November 1, 2016 through October 31, 2019 for an office space in Concord, New Hampshire. The lease required monthly payments of $3,080 through October 31, 2017.

During the year ended March 31, 2018, the lease was amended with the term ending September 1, 2017, at which time the lease was terminated.

During the year ended March 31, 2018, the United Way entered into an operating lease agreement for a four year term commencing September 1, 2017 through August 31, 2021 for an office space in Concord, New Hampshire. The lease requires monthly payments of $3,337 through August 31, 2018. The rent will then be increased by 3% annually on each anniversary date of the lease.

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During the year ended March 31, 2017, the United Way entered into an operating lease agreement for a five year term commencing July 15, 2016 through June 30, 2021 for an office space in Manchester, New Hampshire. The lease requires monthly payments of $5,733 through June 30, 2018. The rent will then be increased by 3% annually on each anniversary date of the lease.

During the year ended March 31, 2018, the United Way entered into an operating lease agreement for a one year term commencing January 15, 2018 through January 14, 2019 for an office space in Laconia, New Hampshire. The lease requires monthly payments of $425 through January 14, 2019.

During the year ended March 31, 2016, the United Way entered into an operating lease agreement for a three year term commencing September 1, 2015 through August 31, 2018 for an office space in West Lebanon, New Hampshire. The lease requires monthly payments of $1,425 through August 31, 2018. The rent will then be increased by 3% annually on each anniversary date of the lease.

Total rent expense for these leases amounted to approximately $143,000 and $63,000 for the years ended March 31, 2018 and 2017, respectively.

The United Way leases a copy machine under the terms of an operating lease. The monthly lease payment amount is $170. The lease expense amounted to $2,045 and $2,036 for the years ended March 31, 2018 and 2017, respectively.

The United Way's future minimum lease commitments are as follows:

Year ending March, 31	Total
2019	$ 123,022
2020	114,416
2021	117,852
2022	37,026
Total	$ 392,316

Note 11. Commitments

In Plymouth, the United Way rents space in a building which they own and occupy to twelve non-affiliated, non-profit organizations. The monthly lease payments range from $125 to $1,500 per month. For the years ended March 31, 2018 and 2017, the rental income amounted to $87,535 and $87,603, respectively. The United Way also provides space at no charge to one tenant in the Plymouth, New Hampshire building for affordable childcare services in support of its mission to provide services, support and resources to develop strong families, confident parents and healthy children.

Note 12. Other Program Services

Other program services included in the accompanying statement of functional expenses include expenses for the following programs:

Year ending March 31,	2018	2017
Whole Village Family Resource Center	$ 118,730	$ 115,240
AmeriCorps Planning Grant	48,792	20,913
West Side Reads	30,587	-
Other program services	19,031	14,584
Concord Cold Weather Shelter	18,304	49,558
Housing Action NH	10,000	-
Bring It Program	6,273	25,293
F.I.R.S.T	5,000	-
Carroll County United	-	10,035
Financial Stability Program	-	86
Northern NH direct client services	-	2,250
Service Learning Partnership	-	45,000
Total	$ 256,717	$ 282,959

Note 13. Payment to Affiliated Organizations and Related Party

The United Way paid dues to United Way of Worldwide. The United Way's dues paid to this affiliated organization aggregated $79,826 and $77,912 for the years ended March 31, 2018 and 2017, respectively.

Note 14. Reclassification

Certain reclassifications have been made to prior year amounts to confirm to the current year presentation. Such reclassifications have had no effect on net assets as previously reported.

Note 15. Subsequent Events

The United Way has evaluated subsequent events through July 10, 2018, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. There were no subsequent events that would require disclosure in financial statements for the year ended March 31, 2018.

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
MERRIMACK COUNTY REGION
Year Ended March 31, 2018

	Community Impact Awards
Blueberry Express Day Care	$ 35,000
Boys and Girls Clubs of Central New Hampshire	32,000
Child and Family Services of New Hampshire	30,000
Circle Program	2,000
Community Action Program	9,500
Concord Coalition to End Homelessness	20,000
Concord Family YMCA:	
Child Development Center	32,500
Kydstop-Camp	12,500
Health First Family Care Center	10,000
Merrimack Valley Day Care	95,000
New Hampshire Bar Association Pro Bono Referral Program	18,000
NH Legal Assistance	60,000
Penacook Community Center	18,079
Riverbend Community Mental Health	25,000
Second Start:	
Adult Education	7,000
First Start Children's Center and Second Start Alternative High School	16,000
The Friends Program:	
Emerging Housing	29,000
Foster Grandparents	18,000
The Mayhew Program	12,500
The Pittsfield Youth Workshop	33,000
	$ 515,079

	Emerging Opportunity Grants
Adverse Childhood Experiences Training	$ 5,097
Boys and Girls Club of Central New Hampshire	25,000
Merrimack Valley Day Care	5,000
	$ 35,097

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTH COUNTRY REGION
Year Ended March 31, 2018

	Community Impact Awards
Affordable Housing, Education and Development, Inc.	$ 782
Boys and Girls Club of the North Country	10,000
Child and Family Services of New Hampshire	5,000
Community Action Program	1,750
Copper Cannon Camp	6,000
Grafton County Senior Citizens:	
Access to Services to Improve Financial Capacity	6,500
Access to Enriching Environments for Older Adults	3,500
RSVP Bone Builders	5,997
ServiceLink of Grafton County	3,200
NH Legal Assistance	5,000
Northern Human Services	5,000
	$ 52,729

	Emerging Opportunity Grants
Affordable Housing Education and Development	$ 2,500

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
UPPER VALLEY REGION
Year Ended March 31, 2018

	Community Impact Awards
Alice Peck Day	$ 10,000
Child and Family Services of New Hampshire:	
Behavioral Health	15,000
Safe Visitation Program	20,000
Child Care Center in Norwich	5,000
Copper Cannon Camp	1,000
Cover Home Repair	16,500
Creative Lives	9,500
Dismas of Vermont	3,000
Global Campuses Foundation	5,000
Good Beginnings, Inc.	1,500
Good Neighbor Health Clinic/Red Logan Dental Clinic	17,000
Grafton County Senior Citizens Council	7,241
Green Mountain Children's Center	10,000
Hartford Community Restorative Justice Center	9,300
Headrest, Inc.	4,705
HIV/HCV Resource Center	3,500
Maple Leaf Children's Center, Inc.	3,000
NH Legal Assistance	2,000
Ottauquechee Health Foundation, Inc.	13,761
Safeline, Inc.	3,500
Second Wind Foundation:	
Turning Point Recovery Center	5,000
Willow Grove	8,000
Special Needs Support Center of the Upper Valley	5,000
Springfield Family Center	8,000
Southeastern Vermont Community Action	20,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
UPPER VALLEY REGION (CONTINUED)
Year Ended March 31, 2018

	Community Impact Awards (Continued)
The Children's Center of the Upper Valley	$ 15,590
The Family Place	10,000
The Mayhew Program	4,000
TLC Family Resource Center	5,000
Twin Pines Housing Trust:	12,500
Upper Valley Haven:	
Health/Community Services Program	12,500
Education/Shelter Services	16,000
Upper Valley Trails Alliance	1,000
Valley Court Diversion Program	8,000
Visions for Creative Housing Solutions	2,862
West Central Behavioral Health	20,000
Willing Hands - Feeding Hungry Neighbors	10,000
Windham and Windsor Housing Trust	6,500
Windsor County Partners:	
Lunch Program	1,000
Partners Always Lend Support Program	3,000
Windsor Hospital Corporation	8,000
WISE:	
Crisis and Advocacy Program	15,000
Emergency Shelter and Housing	5,500
Prevention and Education Program	7,500
Zack's Place Vermont	2,500
	$ 372,959

	Emerging Opportunity Grants
Southeastern Vermont Community Action Program	$ 1,500
Springfield Supported Housing	2,000
Special Needs Support Center	4,000
Upper Valley Haven	10,000
Vital Communities	2,500
	$ 20,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
SOUTHERN REGION
Year Ended March 31, 2018

	Community Impact Awards
Boys and Girls Club of Manchester	$ 15,000
Child and Family Services of New Hampshire	10,000
City Year New Hampshire	23,000
Easter Seals New Hampshire, Inc.	39,328
Girls Incorporated of New Hampshire	20,000
Greater Derry Community Health	11,500
Manchester Community Health Center	29,500
Manchester Community Resource Center, Inc.	17,290
Manchester Neighborhood Health Improvement Strategy	470,000
NeighborWorks Southern New Hampshire	20,000
New Hampshire Bar Association Pro Bono Referral Program	10,001
Rockingham Nutrition and Meals on Wheels Program	20,000
St. Joseph Community Services, Inc.	30,000
The Upper Room, A Family Resource Center	
Adolescent Wellness Program	20,000
Greater Derry Juvenile Diversion Program	20,000
	$ 755,619

	Emerging Opportunity Grants
Families in Transition	$ 25,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTHERN REGION
Year Ended March 31, 2018

	Community Impact Awards
Coos County Family Health Services, Inc.	$ 4,000
Copper Cannon Camp	2,500
Harvest Christian Fellowship:	
Community Café	4,500
Feeding Hope Food Pantry	4,500
Helping Hands North, Inc.	4,000
North Conway Community Center	2,500
Northern Human Services	5,000
Family Resource Center	3,000
Tri-County Community Action Program	
Tyler Blain House	2,500
RSVP Program	2,500
Senior Meals of Coos County	2,500
ServiceLink	2,500
	$ 40,000

	Emerging Opportunity Grants
Helping Hands North, Inc.	$ 300

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
CENTRAL REGION
Year Ended March 31, 2018

	Community Impact Awards
Boys and Girls Clubs of Central New Hampshire	$ 6,000
Circle Program	5,250
Community Action Program Belknap-Merrimack Counties	3,750
Genesis Behavioral Health	5,000
Grafton County Senior Citizens Council, Inc.	2,000
Health First Family Care Center	7,500
Kingswood Youth Center	4,500
Laconia Area Community Land Trust	20,000
Lakes Region Child Care Services	36,925
Lakes Region Community Services	15,000
Navigating Recovery of the Lakes Region	7,500
New Beginnings Without Violence and Abuse	7,500
The Mayhew Program	9,375
The Salvation Army	10,000
	$ 140,300

GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended March 31, 2018

Federal Grantor Pass-through Grantor Program Title	Federal CFDA Number	Federal Expenditures
Regional Public Health Network Services Cluster		
U.S. Department of Health and Human Services		
State of N.H. Department of Health and Human Services - South Central Public Health Network		
Block Grants for Prevention and Treatment of Substance Abuse	93.959	$ 174,908
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	63,936
Public Health Emergency Preparedness	93.069	-
Preventive Health and Health Services Block Grant	93.758	30,955
Substance Abuse and Mental Health Services	93.243	-
Young Adult Leadership Program	93.243	6,143
Young Adult Substance Misuse Prevention Strategies	93.243	53,519
Total State of N.H. Department of Health and Human Services - South Central Public Health Network		329,461
State of N.H. Department of Health and Human Services - Capital Area Public Health Network		
Block Grants for Prevention and Treatment of Substance Abuse	93.959	125,040
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	124,516
Public Health Emergency Preparedness	93.069	-
Preventive Health and Health Services Block Grant	93.758	42,443
Substance Abuse and Mental Health Services	93.243	-
Immunization Cooperative Agreements	93.268	12,924
Young Adult Leadership Program	93.243	6,294
Young Adult Substance Misuse Prevention Strategies	93.243	41,853
Total State of N.H. Department of Health and Human Services - Capital Area Public Health Network		353,070
State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health		
Block Grants for Prevention and Treatment of Substance Abuse	93.959	167,000
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	66,909
Public Health Emergency Preparedness	93.069	-
Preventive Health and Health Services Block Grant	93.758	24,304
Substance Abuse and Mental Health Services	93.243	-
Immunization Cooperative Agreements	93.268	9,661
Young Adult Leadership Program	93.243	6,254
Young Adult Substance Misuse Prevention Strategies	93.243	31,301
Total State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health		305,429
Total Regional Public Health Network Services Cluster		987,960
U.S. Internal Revenue Services		
Department of the Treasury		
Volunteer Income Tax Assistance (VITA) Matching Grant Program	21.009	64,815
Corporation for National and Community Service		
AmeriCorps State and National		
AmeriCorps	94.006	48,792
U.S. Department of Health and Human Services		
Medical Reserve Corps		
Medical Reserve Corps Small Grant Program	93.008	8,861
U.S. Department of Homeland Security		
Homeland Security		
Homeland Security Grant Program	97.067	4,958
Total Expenditures of Federal Awards		$ 1,115,386

The accompanying notes are an integral part of this schedule.

GRANITE UNITED WAY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Note 1. Basis of Presentation

The Schedule of Expenditures of Federal Awards ("the Schedule") includes the federal grant activity of Granite United Way ("the United Way"), under programs of the federal government for the year ended March 31, 2018. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) *Uniform Guidance*. Because the schedule presents only a selected portion of the operations of the United Way, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the United Way.

Note 2. Basis of Accounting

This schedule is prepared on the same basis of accounting as the United Way's financial statements. The United Way uses the accrual basis of accounting. Expenditures represent only the federally funded portions of the program. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Note 3. Program Costs

The amounts shown as current year expenditures represent only the federal grant portion of the program costs. Entire program costs could be more than shown. Such expenditures are recognized following, as applicable, either the cost principles in the OMB Circular A-122, Cost Principles for Non-Profit Organizations, or 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, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 4. Major Programs

In accordance with OMB Uniform Guidance, major programs are determined using a risk-based approach. Programs in the accompanying Schedule are determined by the independent auditor to be major programs.

Note 5. Indirect Cost Rate

The amount expended includes $30,413 claimed as an indirect cost recovery using an approved indirect cost rate of 5-percent. The United Way has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

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*

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

We have audited, in accordance with auditing standards generally accepted in the United States of America 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 the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Granite United Way as of and for the year ended March 31, 2018, and the related notes to the financial statements, which collectively comprise Granite United Way's basic financial statements, and have issued our report thereon dated July 10, 2018.

Internal Control over Financial Reporting
In planning and performing our audit of the financial statements, we considered Granite United Way's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Granite United Way's internal control. Accordingly, we do not express an opinion on the effectiveness of Granite United Way'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 over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

70 Commercial Street, 4th Floor
Concord, NH 03301
v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431
v: 603-357-7665
f: 603-358-6800

44 School Street
Lebanon, NH 03766
v: 603-448-2650
f: 603-448-2476

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Granite United Way'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 determination of financial statement amounts. 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 entity'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 entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nathan Wechsler & Company

Concord, New Hampshire
July 10, 2018

NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

Report on Compliance for Each Major Federal Program
We have audited Granite United Way's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Granite United Way's major federal programs for the year ended March 31, 2018. Granite United Way's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility
Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility
Our responsibility is to express an opinion on compliance for each of Granite United Way's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; 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 (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Granite United Way's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Granite United Way's compliance.

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Lebanon, NH 03766
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Opinion on Each Major Federal Program
In our opinion, Granite United Way complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2018.

Report on Internal Control over Compliance
Management of Granite United Way is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Granite United Way's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Granite United Way's 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 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.

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

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.

Nathan Wechsler & Company

Concord, New Hampshire
July 10, 2018

GRANITE UNITED WAY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(UNIFORM GUIDANCE)
YEAR ENDED MARCH 31, 2018

Section I: Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: *unmodified*

Internal control over financial reporting:

Are any material weaknesses identified?	____ Yes	_X_ No
Are any significant deficiencies identified?	____ Yes	_X_ None Reported
Is any noncompliance material to financial statement noted?	____ Yes	_X_ No

Federal Awards

Internal control over major federal programs:

Are any material weaknesses identified?	____ Yes	_X_ No
Are any significant deficiencies identified?	____ Yes	_X_ None Reported
Type of auditor's report issued on compliance for major federal programs:	*unmodified*	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____ Yes	_X_ No

Identification of major federal programs:

CFDA Numbers	Name of federal program or cluster
93.959	Block Grants for Prevention and Treatment of Substance Abuse
93.074	Hospital Preparedness Program and Public Health Emergency Preparedness Aligned Cooperative Agreements
93.069	Public Health Emergency Preparedness
93.758	Preventive Health and Health Services Block Grant
93.243	Substance Abuse and Mental Health Services
93.268	Immunization Cooperative Agreements

Dollar threshold used to distinguish between type A and type B programs:	$750,000	
Auditee qualified as a low-risk auditee?	____ Yes	_X_ No

Granite United Way

LIVE UNITED United Way

2019 Board of Directors

BOARD MEMBER	ADDRESS	PHONE/ CELL / FAX / E-MAIL
William D. Bedor, CPA (Bill) *Secretary* *North Country Campaign Chair &* *Community Impact Chair*	Bedor Management & Investments, Inc. PO Box 350 Littleton, NH 03561	[redacted]
Kathleen Bizarro-Thunberg (Kathy) Executive Vice President	NH Hospital Association 125 Airport Road Concord, NH 03301	[redacted]
Joseph Carelli President of NH and VT Assistant: Mary Charron	Citizen's Bank 900 Elm Street, NE 1540 Manchester, NH 03101	[redacted]
Jason Cole General Counsel Assistant: Lee Moriarty	Catholic Medical Center 100 McGregor Street Manchester, NH 03102	[redacted]
Michael Delahanty Superintendent of Schools Assistant: Patty Scanlan	Salem School District 38 Geremonty Drive Salem, NH 03079	[redacted]
Chris Emond Executive Director	Boys & Girls Club of Central New Hampshire 876 No. Main St. Laconia, NH 03246	[redacted]
Paul Falvey President Assistant: Maggie Bartholomew	Bank of New Hampshire 62 Pleasant Street Laconia, NH 03246	[redacted]

Granite United Way

LIVE UNITED United Way

2019 Board of Directors

BOARD MEMBER	ADDRESS	PHONE/ CELL / FAX / E-MAIL
Marlene Hammond Underwriting Account Executive	Lincoln Financial Group One Granite Place Concord, NH 03301	[redacted]
Charles Head (Charlie) President & CEO	Sanborn, Head & Associates, Inc. 20 Foundry Street Concord, NH 03301	[redacted]
Joseph Kenney Senior Vice President, Commercial Lending Officer Assistant: Linda O'Donnell	The Provident Bank 115 So. River Road Bedford, NH 03110	[redacted]
Sally Kraft Vice President, Community Health, Population Health Management Div.	Dartmouth Hitchcock Medical Center 46 Centerra Parkway Lebanon, NH 03766	[redacted]
Christina Lachance Director of Early Childhood and Family Initiatives Assistant: Hannah Robinson	NH Charitable Foundation 37 Pleasant Street Concord, NH 03301	[redacted]
Lori Langlois Executive Director *Northern New Hampshire CIC Chair*	North Country Education Services 300 Gorham Hill Rd. Gorham, NH 03581	[redacted]
Heather Lavoie President *Chair*	Geneia 50 Commercial Street Manchester, NH 03101	[redacted]
Carolyn Maloney Treasurer	Hypertherm P.O. Box 5010 Hanover, NH 03755	[redacted]

Granite United Way

2019 Board of Directors

LIVE UNITED United Way

BOARD MEMBER	ADDRESS	PHONE/FAX/CELL/EMAIL
Lawrence Major (Larry) Director of Government Relations	Pike Industries, Inc. 3 Eastgate Park Road Belmont, NH 03307	[redacted]
Paul Mertzic Executive Director, Primary Care & Community Services	Catholic Medical Center 195 McGregor Street Manchester, NH 03105	[redacted]
Nannu Nobis CEO	Nobis Engineering 18 Chenell Drive Concord, NH 03301	[redacted]
Sean Owen President & CEO *Immediate Past Chair* *GUW Marketing Chair* Assistant: Kelly Spain	Wedü 20 Market Street Manchester, NH 03101	[redacted]
Joseph Purington (Joe) Vice President NH Electric Field Operations Assistant: Roxanne Parkhurst	Eversource Energy 780 No. Commercial Street Manchester, NH 03101	[redacted]
Beth Rattigan Attorney *Upper Valley CIC Chair*	Downs Rachlin Martin 67 Etna Road Lebanon, NH 03766	[redacted]
Peter Rayno Executive Vice President/NH Banking & Lending Director	Enterprise Bank 130 Main Street Salem, NH 03079	[redacted]
Betsey Rhynhart Vice President of Population Health	Concord Hospital 250 Pleasant Street Concord, NH 03301	[redacted]

Granite United Way

2019 Board of Directors

LIVE UNITED United Way

BOARD MEMBER	ADDRESS	PHONE/FAX/CELL/EMAIL
Jeffery Savage (Jeff) Community Volunteer	[redacted]	[redacted]
Bill Sherry Chief Operating Officer Assistant: Kathy Scanlon	Granite United Way 22 Concord Street Manchester, NH 03010	[redacted]
Anthony Speller (Tony) Senior Vice President, Engineering and Technical Operations *First Vice Chair* Assistant: Robin Wright	Comcast 676 Island Pond Road Manchester, NH 03109	[redacted]
Charla Stevens Attorney	McLane, Middleton Law Firm 900 Elm Street, Floor 10 Manchester, NH 03101	[redacted]
Rodney Tenney (Rod) Community Volunteer	[redacted]	[redacted]
Anna Thomas Public Health Director *Southern Region CIC Chair*	Manchester Health Department 1528 Elm Street Manchester, NH 03101	[redacted]
Robert Tourigny Executive Director	NeighborWorks Southern NH 801 Elm Street, 2nd Floor Manchester, NH 03101	[redacted]
Patrick Tufts President & CEO Assistant: Jennifer Sabin	Granite United Way 22 Concord St, Floor 2 Manchester, NH 03101	[redacted]

Granite United Way

2019 Board of Directors

LIVE UNITED United Way

BOARD MEMBER	ADDRESS	PHONE/FAX/CELL/EMAIL
Jeremy Veilleux Principal *Treasurer*	Baker | Newman | Noyes 650 Elm Street Suite 302 Manchester, NH 03101	[redacted]
Michael Wagner Chief Financial Officer Assistant: Jen Hamilton	Dartmouth College 7 Lebanon Street, Suite 302 Hanover, NH 03755	[redacted]
Cass Walker (Catherine) *Central Region CIC Chair*	LRGHealthcare 80 Highland Street Laconia, NH 03246	[redacted]
Steven C. Webb (Steve) Market President – New Hampshire *Governance Chair* Assistant: Sonja Sfameni	TD Bank 300 Franklin Street Manchester, NH 03101	[redacted]

Updated: 4/8/2019

[redacted]

SHANNON SWETT BRESAW, MSW

EDUCATION

Master of Social Work
2002 – 2004 University of New Hampshire Durham, NH

Bachelor of Arts - Clinical Counseling Psychology
1999 – 2002 Keene State College Keene, NH

EXPERIENCE

2007 - Present Granite United Way Concord, NH
Vice President of Public Health

Accomplishments:

- Provides Program Director support for the NH Governor's Recovery Friendly Workplace initiative through program development, staff oversight, resource development, marketing/communications, and evaluation
- Works to align and leverage Granite United Way investments and strategies with other statewide efforts to address public health, addiction, and social determinants of health
- Provides content expertise and consultation in the areas of substance use disorders, public health, community development, contract management, grant writing, reporting, and evaluation
- Develops and maintains strategic partnerships and relationships with key stakeholders across NH
- Provides contract management and oversight to 3 out of the 13 Regional Public Health Networks in NH, including the Capital Area Public Health Network, the Carroll County Coalition for Public Health and the South Central Public Health Network
- Provides direction and leadership towards achievement of each Network's philosophy, mission, strategic plans and goals, through: administration and support, program and service delivery, financial management, and community/public relations
- Coordinates all aspects of federal, state, and local grants and contracts, including resource development/grant-writing, financial oversight and reporting
- Develops community health improvement plans, evaluation plans, and other data-driven, research-informed strategic plans for the Networks
- Works with community impact committees and volunteers through Granite United Way to align funding streams to support collective impact initiatives
- Supervises full and part-time staff

2005 – 2007 Community Response (CoRe) Coalition Belknap County, NH
Outreach Coordinator, Project Director

Accomplishments:

- Provided leadership for a county-wide, regional alcohol, tobacco, and other drug abuse prevention coalition
- Strengthened capacity of coalition through outreach and collaboration, including partnerships with 10 community sectors, including government, schools, businesses, healthcare, and safety
- Coordinated all aspects of federal, state, and local grants, including financial oversight, progress reports, communications, and work plan goals, objectives, and activities
- Developed, coordinated, promoted, and implemented events, programs, and trainings for youth and adults
- Strengthened youth leadership and involvement in substance abuse prevention activities
- Supervised part-time staff, youth leaders, and volunteers

2004 – 2005 Caring Community Network of the Twin Rivers (CCNTR) Franklin, NH
Community Program Specialist

Accomplishments:

- Assisted in development of programming related to strengthening the public health infrastructure
- Recruited new participants to agency committees and projects
- Facilitated organizational collaboration, compiled research, and developed proposals to funding sources to address community needs
- Facilitated several ongoing committees
- Developed and maintained productive relationships with community and state leaders and agencies
- Participated in several trainings/seminars related to issues including substance abuse prevention, emergency preparedness, leadership, and public health infrastructure development
- Wrote numerous articles and press releases concerning community and public health

PROFESSIONAL ASSOCIATIONS

- American Public Health Association: NH Affiliate Representative to the Governing Council 2018-Current
- NH Public Health Association: Board Member 2018-Current
- Prevention Task Force of the Governor's Commission (Co-Chair): 2017-Current
- NH Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery (Prevention Representative): 2016-2018
- NH Drug Overdose Fatality Review Committee (Prevention Representative): 2016-2018
- NH Alcohol and Other Drug Service Providers Association: Treasurer 2007-2011, 2014-2015
- NH Prevention Certification Board's Peer Review Committee: 2009-2011

Mary Reed
[redacted]
[redacted]

Professional Profile

- Coalition Building
- Plan Development
- Resource Coordination
- Logistics
- Time management
- Budgeting
- Volunteer Management
- Grant/Proposal Writing
- Organization
- Leadership

Professional Accomplishments

Public Health

- Provide direction and leadership towards achievement of the Public Health Regions' philosophy, mission, strategic plans and goals, through: administration and support, program and service delivery, financial management, human resource management, and community and public relations

Regional Resource Coordination

- Collected and disseminated data on available resources critical for response to public health emergency.
- Developed working relationship with stakeholders in Public Health Region.

Public Health Coalition

- Regional Public Health Emergency Response Annex development
- Resource Coordination and Development
- Healthcare Coalition Building
- Regional Partner Development
- Clinic Operation Development
- Medical reserve Corps Volunteer Management and Training
- Policy Development
- Team Building

Captain of Operations

- Developed staff and operational procedures for full time staff
- Oversee Training Program
- Facilitate QA/QI
- Facilitated and maintained data entry system and procedures for all of Fire departments operations and patient tracking
- Created Personnel Manual and operational guidelines
- Secured grant funding
- Volunteer Management

Work History

Assistant Vice President of Public Health	Granite United Way	2018- present
Senior Director of Public Health	Granite United Way	2016 -2018
Public Health Region Emergency Preparedness Director	Capital Area Public Health Network / GUW Concord NH	2013 - 2016
Executive Director	Carroll County Coalition for Public Health, Ossipee NH	2011 - 2013
Preparedness Planner	Capital Area Public Health Network/Concord Hospital, Concord NH	2009 - 2011
Regional Resource Coordinator	New England Center for Emergency Preparedness/ Dartmouth College, Lebanon NH	2009
Captain of Operations	Barnstead Fire Rescue, Barnstead NH	2001-2010

Certifications

- Institute for Local Public Health Practices
- Local Government Leadership Institute
- Antioch New England Institute
- DHHS Inventory Management System Training
- FEMA 29, 100, 120.a, 130, 200, 244, 250, 250.7, 300, 546.12, 547a, 700, 701, 702a, 704, 800.B, 806, 808
- Department of Homeland Security Exercise and Evaluation Program (HSEEP)
- CDC SNS/ Mass Dispensing Course, Atlanta GA
- ICS, WebEOC, SNS 101
- HAZMAT Awareness and Operations
- CPR, Blood borne Pathogens
- EMS Field Training Officer
- Fire Fighter C2F2
- Amateur Radio Operator – General Class
- STEP program instructor, Are You Ready instructor

Granite United Way

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Shannon Bresaw	Vice President of Public Health	$85,000	0%	$0
Mary Reed	Assistant Vice President of Public Health	$80,000	100%	$80,000

FORM NUMBER P-37 (version 5/8/15)

Subject: Regional Public Health Network Services SS-2019-DPHS-28-REGION-05

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Seacoast Community Health		1.4 Contractor Address 311 Route 108 Somersworth, NH 03878	
1.5 Contractor Phone Number 603-516-2550	1.6 Account Number See Attached	1.7 Completion Date June 30, 2021	1.8 Price Limitation $656,688.
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Janet Laatsch		1.12 Name and Title of Contractor Signatory Janet Laatsch, CEO	

1.13 Acknowledgement: State of NH, County of Strafford

On May 30TH, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

SIMONE R. TALBOT, Notary Public
State of New Hampshire
My Commission Expires September 18, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Simone Talbot, Exec. Asst.

1.14 State Agency Signature Date: 6/6/19	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Lisa M. Eglick On: 6/6/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

Subject: Regional Public Health Network Services SS-2019-DPHS-28-REGION-05

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1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

SIMONE R. TALBOT, Notary Public
State of New Hampshire
My Commission Expires September 12, 2023

1.13.2 Name and Title of Notary or Justice of the Peace

Simone Talbot, Exec. Asst.

1.14 State Agency Signature Date:	1.15 Name and Title of State Agency Signatory

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On:

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JL
Date 5/30/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials JL
Date 5/30/19

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JL
Date 5/30/19

Block 1.6 Account Number

1.6 Account Number

05-95-090-51700000-547-500394

05-95-090-51780000-103-502664

05-95-090-79640000-102-500731

05-95-090-80110000-102-500731

05-95-092-33800000-102-500731

05-95-090-75450000-102-500731

05-95-090-22390000-102-500731

05-95-092-33950000-102-500731

05-95-090-51780000-102-500731

Scope of Services

1. Provisions Applicable to All Services

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

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient), in accordance with 2 CFR 200.300.

2. Scope of Services

2.1. Lead Organization to Host a Regional Public Health Network (RPHN)

2.1.1. The Contractor shall serve as a lead organization to host a Regional Public Health Networks for the Strafford County region, which is defined by the Department, to provide a broad range of public health services within one or more of the state's thirteen designated public health regions. The Contractor agrees the purpose of the RPHNs statewide are to coordinate a range of public health and substance misuse-related services, as described below to assure that all communities statewide are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services that include, but are not limited to:

2.1.1.1. Sustaining a regional Public Health Advisory Council (PHAC),

2.1.1.2. Planning for and responding to public health incidents and emergencies,

2.1.1.3. Preventing the misuse of substances,

2.1.1.4. Facilitating and sustaining a continuum of care to address substance use disorders,

2.1.1.5. Implementing young adult substance misuse prevention strategies,

2.1.1.6. Providing School Based Vaccination Clinics,

2.1.1.7. Conducting a community-based assessment related to childhood lead poisoning prevention, and

2.1.1.8. Ensuring contract administration and leadership.

2.2. Public Health Advisory Council

2.2.1. The Contractor shall coordinate and facilitate the regional Public Health Advisory Council (PHAC) to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

2.2.1.1. Maintain a set of operating guidelines or by-laws for the PHAC

2.2.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team with the authority to:

2.2.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

2.2.1.2.2. Address emergent public health issues as identified by regional partners and the Department and mobilize key regional stakeholders to address the issue.

2.2.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

2.2.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

2.2.1.2.5. Make recommendations within the public health region and to the state regarding funding and priorities for service delivery based on needs assessments and collection.

2.2.1.3. PHAC leadership team shall meet at least quarterly in order to:

2.2.1.3.1. Ensure meeting minutes are available to the public upon request.

2.2.1.3.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

2.2.1.4. Ensure a currently licensed health care professional will serve as a medical director for the RPHN who shall perform the following functions that are not limited to:

2.2.1.4.1. Write and issue standing orders when needed to carry out the programs and services funded through this agreement

2.2.1.4.2. Work with medical providers and the Department on behalf of the PHAC on any emergent public health issues. Participate in the Multi-Agency Coordinating Entity (MACE) during responses to public health emergencies as appropriate and based on availability.

2.2.1.5. Conduct at least biannual meetings of the PHAC.

2.2.1.6. Develop annual action plans for the services in this Agreement as advised by the PHAC.

2.2.1.7. Collect, analyze and disseminate data about the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

2.2.1.8. Maintain a current Community Health Improvement Plan (CHIP) that is aligned with the State Health Improvement Plan (SHIP) and informed by other health improvement plans developed by other community partners;

2.2.1.9. Provide leadership through guidance, technical assistance and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

2.2.1.10. Publish an annual report disseminated to the community capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities.

2.2.1.11. Maintain a website, which provides information to the public and agency partners, at a minimum, includes information about the PHAC, CHIP, SMP, CoC, YA and PHEP programs.

2.2.1.12. Conduct at least two educational and training programs annually to RPHN partners and others to advance the work of RPHN.

2.2.1.13. Educate partners and stakeholder groups on the PHAC, including elected and appointed municipal officials.

2.2.1.14. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

2.3. Public Health Emergency Preparedness

2.3.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity of partnering organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies as follows:

2.3.1.1. Ensure that all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions as follows:

2.3.1.2. Convene and coordinate a regional Public Health Emergency Preparedness (PHEP) coordinating/planning committee/workgroup to improve regional emergency response plans and the capacity of partnering entities to mitigate, prepare for, respond to and recover from public health emergencies.

2.3.1.3. Convene at least quarterly meetings of the regional PHEP committee/workgroup.

2.3.1.4. Ensure and document committee/workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA) annually.

2.3.1.5. Maintain a three-year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by CDC.

2.3.1.6. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

2.3.1.7. Submit an annual work plan based on a template provided by the Department of Health and Human Services (DHHS).

2.3.1.8. Sponsor and organize the logistics for at least two trainings annually for regional partners. Collaborate with the DHHS, Division of Public Health Services (DPHS), the Community Health Institute (CHI), NH Fire Academy, Granite State Health Care Coalition (GSHCC), and other training providers to implement these training programs.

2.3.1.9. Revise on an annual basis the Regional Public Health Emergency Anne (RPHEA) based on guidance from DHHS as follows:

2.3.1.9.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by DHHS.

2.3.1.9.2. Develop new appendices based on priorities identified by DHHS using templates provided by DHHS.

2.3.1.9.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

2.3.1.9.4. Participate in workgroups to develop or revise components of the RPHEA that are convened by DHHS or the agency contracted to provide training and technical assistance to RPHNs.

2.3.1.10. Understand the hazards and social conditions that increase vulnerability within the public health region including but not limited to cultural, socioeconomic, and demographic factors as follows:

2.3.1.10.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

2.3.1.10.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

2.3.1.11. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental,

public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health incident or emergency.

2.3.1.12. Regularly communicate with the Department's Area Agency contractor that provides developmental and acquired brain disorder services in your region.

2.3.1.13. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

2.3.1.14. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

2.3.1.15. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

2.3.1.16. Maintain the capacity to utilize WebEOC, the State's emergency management platform, during incidents or emergencies. Provide training as needed to individuals to participate in emergency management using WebEOC.

2.3.1.17. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

2.3.1.18. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

2.3.1.19. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the DHHS' SNS Coordinator to identify appropriate actions and priorities, that include, but are not limited to:

2.3.1.19.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans;

2.3.1.19.2. Annual submission of either ORR or self-assessment documentation;

2.3.1.19.3. ORR site visit as scheduled by the CDC and DHHS;

2.3.1.19.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

2.3.1.20. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies as follows:

2.3.1.20.1. Prior to purchasing new supplies or equipment, execute MOUs with agencies to store, inventory, and rotate these supplies.

2.3.1.20.2. Upload, at least annually, a complete inventory to a Health Information Management System (HIMS) identified by DHHS.

2.3.1.21. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector as follows:

2.3.1.21.1. Maintain proficiency in the volunteer management system supported by DHHS.

2.3.1.21.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy during an incident or emergency.

2.3.1.21.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

2.3.1.21.4. Conduct notification drills of volunteers at least quarterly.

2.3.1.22. As requested, participate in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

2.3.1.23. As requested by the DPHS, participate in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

2.3.1.24. As requested by DPHS, plan and implement targeted Hepatitis A vaccination clinics. Clinics should be held at locations where individuals at-risk for Hepatitis A can be accessed, according to guidance issued by DPHS.

2.4. Substance Misuse Prevention

2.4.1. The Contractor shall provide leadership and coordination to impact substance misuse and related health promotion activities by implementing, promoting and advancing evidence-based primary prevention approaches, programs, policies, and services as follows:

2.4.1.1. Reduce substance use disorder (SUD) risk factors and strengthen protective factors known to impact behaviors.

2.4.1.2. Maintain a substance misuse prevention SMP leadership team consisting of regional representatives with a special expertise in substance misuse prevention that can help guide/provide awareness and advance substance misuse prevention efforts in the region.

2.4.1.3. Implement the strategic prevention model in accordance with the SAMHSA Strategic Prevention Framework that includes: assessment, capacity development, planning, implementation and evaluation.

2.4.1.4. Implement evidenced-informed approaches, programs, policies and services that adhere to evidence-based guidelines, in accordance with the Department's guidance on what is evidenced informed.

2.4.1.5. Maintain, revise, and publicly promote data driven regional substance misuse prevention 3-year Strategic Plan that aligns with the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan, and the State Health Improvement Plan).

2.4.1.6. Develop an annual work plan that guides actions and includes outcome-based logic models that demonstrates short, intermediate and long term measures in alignment the 3-year Strategic Plan, subject to Department's approval.

2.4.1.7. Advance and promote and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective and indicated by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families and communities.

2.4.1.8. Produce and disseminate an annual report that demonstrates past year successes, challenges, outcomes and projected goals for the subsequent year.

2.4.1.9. Comply with federal block grant requirements for substance misuse prevention strategies and collection and reporting of data as outlined in the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

2.4.1.10. Ensure substance misuse prevention is represented at PHAC meetings and with an exchange of bi-directional information to advance efforts of substance misuse prevention initiatives.

2.4.1.11. Assist, at the direction of BDAS, SMP staff with the Federal Block Grant Comprehensive Synar activities that consist of, but are not limited to, merchant and community education efforts, youth involvement, and policy and advocacy efforts.

2.5. Continuum of Care

2.5.1. The Contractor shall provide leadership and/or support for activities that assist in the development of a robust continuum of care (CoC) utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC) as follows:

2.5.1.1. Engage regional partners (Prevention, Intervention, Treatment, Recovery Support Services, primary health care, behavioral health care and other interested and/or affected parties) in ongoing update of regional assets and gaps, and regional CoC plan development and implementation.

protocols and process, and a high-quality, systematic evaluation documenting short-term and intermediate outcomes which are listed on the National Registry of Evidenced-Based Programs and Practices (NREPP) published by the Federal Substance Abuse Mental Health Abuse Mental Health Services Authority (SAMHSA) or a similar published list (USDOE);

2.6.1.2.2. Those programs, policies, and practices that have been published in a peer review journal or similar peer review literature;

2.6.1.2.3. Practices that are programs that are endorsed as a promising practice that have demonstrated readiness to conduct a high quality, systematic evaluation. The evaluation includes the collection and reporting of data to determine the effectiveness on indicators highly correlated with reducing or preventing substance misuse. Promising practices are typically those that have been endorsed as such by a State's Expert Panel or Evidenced-Based Workgroup; or

2.6.1.2.4. Innovative programs that must apply to the State's Expert Panel within one year and demonstrate a readiness to conduct a high quality, systematic evaluation.

2.7. School Based Vaccination Clinics

2.7.1. The Contractor shall provide organizational structure to administer school-based flu clinics (SBC) as follows:

2.7.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

2.7.1.2. Coordinate information campaigns with school officials targeted to parents/guardians to maximize student participation rates.

2.7.1.3. Distribute state supplied promotional vaccination material

2.5.1.2. Work toward, and adapt as necessary and indicated, the priorities and actions identified in the regional CoC development plan.

2.5.1.3. Facilitate and/or provide support for initiatives that result in increased awareness of and access to services, increased communication and collaboration among providers, and increases in capacity and delivery of services.

2.5.1.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan and service capacity increase activities.

2.5.1.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work such as Integrated Delivery Networks.

2.5.1.6. Work with the statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek help (health, education, safety, government, business, and others) in every community in the region.

2.5.1.7. Engage regional stakeholders to assist with information dissemination.

2.6. Young Adult Substance Misuse Prevention Strategies

2.6.1. The Contractor shall provide evidence-informed services and/or programs for young adults, ages 18 to 25 in high-risk high-need communities within their region which are both appropriate and culturally relevant to the targeted population as follows:

2.6.1.1. Ensure evidenced-informed substance misuse prevention strategies are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse.

2.6.1.2. Ensure evidenced-Informed Program, Practices or Policies meet one or more of the following criteria:

2.6.1.2.1. Evidenced-Based-Programs, policies, practices that are endorsed as evidenced-based have demonstrated a commitment to refining program

2.7.1.4. Distribute, obtain, verify and store written consent from legal guardian prior to administration of vaccine in compliance with HIPPA and other state and federal regulations.

2.7.1.5. If the contractor lacks the ability to store vaccination consents within HIPPA guidelines, the contractor may request the NH DPHS Immunization Program (NHIP) to store these records once the contractor has completed data collection and reporting.

2.7.1.6. Document, verify and store written or electronic record of vaccine administration in compliance with HIPPA and other state and federal regulations.

2.7.1.7. If the contractor lacks the ability to store vaccination record within HIPPA guidelines, the contractor may request the NHIP to store these records once the contractor has completed data collection and reporting.

2.7.1.8. Provide written communication of vaccination status (completed/not completed) to the legal guardian upon the day of vaccination.

2.7.1.9. Provide the following vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the legal guardian requests that the information not be shared. This information may be given to the parents to distribute to the primary care provider:

- 2.7.1.9.1. Patient full name and one other unique patient identifier
- 2.7.1.9.2. Vaccine name
- 2.7.1.9.3. Vaccine manufacturer
- 2.7.1.9.4. Lot number
- 2.7.1.9.5. Date of vaccine expiration
- 2.7.1.9.6. Date of vaccine administration
- 2.7.1.9.7. Date Vaccine Information Sheet (VIS) was given
- 2.7.1.9.8. Edition date of the VIS given
- 2.7.1.9.9. Name and address of entity that administered the vaccine (contractor's name)
- 2.7.1.9.10. Full name and title of person who administered the vaccine

2.7.1.10. Ensure that current federal guidelines for vaccine administration are adhered to, including but not limited to disseminating a Vaccine Information Statement, so that the legal authority (legal guardian, parent, etc.) is provided access to this information on the day of vaccination.

2.7.1.11. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers and patients.

2.7.1.12. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent and total number of students absent with influenza-like illness for in session school days.

2.7.1.13. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

2.7.2. The Contractor shall safely administer vaccine supplied by NHIP as follows:

2.7.2.1. Obtain medical oversight, standing orders, emergency interventions/protocols and clinical expertise through providing a medical/clinical director.

2.7.2.2. Medical/Clinical director needs to be able to prescribe medication in the State of New Hampshire.

2.7.2.3. Medical/Clinical director can be a Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), or Advanced Practice Registered Nurse (APRN).

2.7.2.4. Copies of standing orders, emergency interventions/protocols will be available at all clinics.

2.7.2.5. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

2.7.2.6. Procure necessary supplies to conduct school vaccine clinics. This includes but is not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, non-latex bandages, etc.

2.7.3. The Contractor shall ensure proper vaccine storage, handling and management as follows:

2.7.3.1. Annually submit a signed Vaccine Management Agreement to NHIP ensuring that all listed requirements are met.

2.7.3.2. Contractor's SBC coordinator needs to complete the NHIP vaccination training annually. In addition, contractor's SBC coordinator will complete vaccine ordering and vaccine storage and handling training. Contractor agrees to keep a copy of these training certificates on file.

2.7.3.3. Contractor may use NHIP trainings or their own educational materials to train their SBC staff. If contractor chooses to utilize non NHIP training, all training materials will be submitted to NHIP for prior approval.

2.7.3.4. A copy of all training materials will be kept on site for reference during SBCs.

2.7.3.5. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the contractor's custody.

2.7.3.6. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.

2.7.3.7. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

2.7.3.8. Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

2.7.3.9. Ensure each and every dose of vaccine is accounted for.

2.7.3.10. Submit a monthly temperature log for the vaccine storage refrigerator.

2.7.3.11. Notify NHIP through contacting the NHIP Nursing help line and faxing incident forms of any adverse event within 24 hours of event occurring.

2.7.3.12. In the event of stored vaccine going outside of the manufacturers recommended temperatures (a vaccine temperature excursion):

2.7.3.13. Immediately quarantine the vaccine in a temperature appropriate setting, separating it from other vaccine and labeling it "DO NOT USE".

2.7.3.14. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

2.7.3.15. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

2.7.3.16. Submit a Cold Chain Incident Report along with a Data Logger report to NHIP within 24 hours of temperature excursion occurrence.

2.7.4. The Contractor shall complete the following tasks within 24 hours of the completion of every clinic:

2.7.4.1. Update State Vaccination system with total number of vaccines administered and wasted during each mobile clinic. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

2.7.4.2. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the contractor's established vaccine refrigerator.

2.7.4.3. Submit the following totals to NHIP outside of the Vaccine ordering system the:

2.7.4.3.1. total number of students vaccinated.

2.7.4.3.2. total number of vaccines wasted.

2.7.4.4. Complete an annual year-end self-evaluation and improvement plan for the following areas:

2.7.4.4.1. Strategies that worked well in the areas of communication, logistics, or planning.

2.7.4.4.2. Areas for improvement both at the state and regional levels. Emphasize strategies for implementing improvements.

2.7.4.4.3. Discuss strategies that worked well for increasing both the number of clinics held at schools as well as the number of students vaccinated.

2.7.4.4.4. Discuss future strategies and plans for increasing students vaccinated. Include suggestions on how state level resources may aid in this effort.

2.7.5. The Contractor will be funded through a combination of base funding and incentivized funding. The goal of the incentivized funding is to encourage the contractor to offer vaccination at

schools, which have a greater economic disparity. To this end, a list of schools serving higher populations of students who qualify for the New Hampshire Free/Reduced School Lunch will be generated annually by NHIP in collaboration with the Department of Education (DOE). To receive full funding, contractors will need to serve at least 50% of schools listed.

2.7.5.1. If a contractor is unable to provide vaccine to at least 50% of the schools listed, the contractor will need to show evidence of providing vaccine to additional schools listed but not previously served the year before in order to receive full funding.

2.7.5.2. If NHIP and Contractor both agree that all options to try and offer vaccination services at a school have been exhausted, NHIP will replace that school with the next school listed from the New Hampshire Free/Reduced Lunch generated list.

2.7.5.3. If a contractor is unable to demonstrate the growth listed in 3.7.9.1, they will be awarded funding on a sliding scale based on the percentage of schools listed. This calculation will be the % of actual listed school covered divided by 50%. The percentage determined by that equation will be multiplied by the total amount of dollars available for funding, beyond the base portion of funding, to total the amount of dollars awarded for that year.

2.8. Childhood Lead Poisoning Prevention Community Assessment

2.8.1. The Contractor shall participate in a statewide meeting, hosted by the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP), to review data and other information specific to the burden of lead poisoning within the region as follows:

2.8.1.1. Partner with the HHLPPP to identify and invite a diverse group of regional partners to participate in a regional outreach and educational meeting on the burden of lead poisoning. Partners may include, but are not limited to, municipal governments (e.g. code enforcement, health officers, elected officials) school administrators, school boards, hospitals, health care providers, U.S. Housing and Urban Department lead

hazard control grantees, public housing officials, Women, Infant and Children programs, Head Start and Early Head Start programs, child educators, home visitors, legal aid, and child advocates.

2.8.1.2. Collaborate with partners from within the region to identify strategies to reduce the burden of lead poisoning in the region. Strategies may include, but are not limited to, modifying the building permit process, implementing the Environmental Protection Agency's Renovate, Repair and Paint lead safe work practice training into the curriculum of the local school district's Career and Technical Center, identify funding sources to remove lead hazards from pre-1978 housing in the community, increase blood lead testing rates for one and two year old children in local health care practices, and/or implement pro-active inspections of rental housing and licensed child care facilities.

2.8.1.3. Prepare and submit a brief proposal to the HHLPPP identifying strategy(s) to reduce the burden of lead poisoning, outlining action steps and funding necessary to achieve success with the strategy over a one-year period.

2.9. Contract Administration and Leadership

2.9.1. The Contactor shall introduce and orient all funded staff to the work of all the activities conducted under the contract as follows.

2.9.1.1. Ensure detailed work plans are submitted annually for each of the funded services based on templates provided by the DHHS.

2.9.1.2. Ensure all staff have the appropriate training, education, experience, skills, and ability to fulfill the requirements of the positions they hold and provide training, technical assistance or education as needed to support staff in areas of deficit in knowledge and/or skills.

2.9.1.3. Ensure communication and coordination when appropriate among all staff funded under this contract.

2.9.1.4. Ensure ongoing progress is made to successfully complete annual work plans and outcomes achieved.

2.9.1.5. Ensure financial management systems are in place with the capacity to manage and report on multiple sources of state and federal funds, including work done by subcontractors.

3. Training and Technical Assistance Requirements

3.1. The Contractor shall participate in training and technical assistance as follows:

3.1.1. Public Health Advisory Council

3.1.1.1. Attend semi-annual meetings of PHAC leadership convened by DPHS/BDAS.

3.1.1.2. Complete a technical assistance needs assessment.

3.1.2. Public Health Emergency Preparedness

3.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by DPHS/ESU. Complete a technical assistance needs assessment.

3.1.2.2. Attend up to two trainings per year offered by DPHS/ESU or the agency contracted by the DPHS to provide training programs.

3.1.3. Substance Misuse Prevention

3.1.3.1. SMP coordinator shall attend community of practice meetings/activities.

3.1.3.2. At DHHS' request, engage with ongoing technical assistance to ensure the RPHN workforce is knowledge, skilled and has the ability to carry out all scopes of work (e.g. using data to inform plans and evaluate outcomes, using appropriate measures and tools, etc.)

3.1.3.3. Attend all bi-monthly meetings of SMP coordinators.

3.1.3.4. Participate with DHHS technical assistance provider on interpreting the results of the Regional SMP Stakeholder Survey.

3.1.3.5. Attend additional meetings, conference calls and webinars as required by DHHS.

3.1.3.6. SMP lead staff must be credentialed within one year of hire as Certified Prevention Specialist to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board. (http://nhpreventcert.org/).

3.1.3.7. SMP staff lead must attend required training, Substance Abuse Prevention Skills Training (SAPST). This training is offered either locally or in New England one (1) to two (2) times annually.

3.1.4. Continuum of Care

3.1.4.1. Be familiar with the evidence-based Strategic Planning Model (includes five steps: Assessment, Capacity, Planning, Implementation, and Development), RROSC and NH DHHS CoC systems development and the "No Wrong Door" approach to systems integration.

3.1.4.2. Attend quarterly CoC Facilitator meetings.

3.1.4.3. Participate in the CoC learning opportunities as they become available to:

3.1.4.3.1. Receive information on emerging initiatives and opportunities;

3.1.4.3.2. Discuss best ways to integrate new information and initiatives;

3.1.4.3.3. Exchange information on CoC development work and techniques;

3.1.4.3.4. Assist in the refinement of measures for regional CoC development;

3.1.4.3.5. Obtain other information as indicated by BDAS or requested by CoC Facilitators.

3.1.4.4. Participate in one-on-one information and/or guidance sessions with BDAS and/or the entity contracted by the department to provide training and technical assistance.

3.1.5. Young Adult Strategies

3.1.5.1. Ensure all young adult prevention program staff receive appropriate training in their selected evidenced-informed program by an individual authorized by the program developer.

3.1.5.2. Participate in ongoing technical assistance, consultation, and targeted trainings from the Department and the entity contracted by the department to provide training and technical assistance.

3.1.6. School-Based Clinics

3.1.6.1. Staffing of clinics requires a currently licensed clinical staff person with a current Basic Life Support

Certification at each clinic to provide oversight and direction of clinical operations. Clinical license (or copy from the NH online license verification showing the license type, expiration and status) and current BLS certificate should be kept in training file.

4. Staffing

4.1. The Contractor's staffing structure must include a contract administrator and a finance administrator to administer all scopes of work relative to this agreement. In addition, while there is staffing relative to each scope of work presented below, the administrator must ensure that across all funded positions, in addition to subject matter expertise, there is a combined level of expertise, skills and ability to understand data; use data for planning and evaluation; community engagement and collaboration; group facilitation skills; and IT skills to effectively lead regional efforts related to public health planning and service delivery. The funded staff must function as a team, with complementary skills and abilities across these foundational areas of expertise to function as an organization to lead the RPHN's efforts.

4.2. The Contractor shall hire or subcontract and provide support for a designated project lead for each of the following four (4) scopes of work: PHEP, SMP, CoC Facilitator, and Young Adult Strategies. DHHS Recognizes that this agreement provides funding for multiple positions across the multiple program areas, which may result in some individual staff positions having responsibilities across several program areas, including, but not limited to, supervising other staff. A portion of the funds assigned to each program area may be used for technical and/or administrative support personnel. See Table 1 – Minimum for technical and/or administrative support personnel. See Table 1 – Minimum Staffing Requirements.

4.3. Table 1 – Minimum Staffing Requirements

Position Name	Minimum Required Staff Positions
Public Health Advisory Council	No minimum FTE requirement
Substance Misuse Prevention Coordinator	Designated Lead
Continuum of Care Facilitator	Designated Lead
Public Health Emergency Preparedness Coordinator	Designated Lead
Young Adult Strategies (optional)	Designated Lead

5. Reporting

5.1. The Contractor shall:

5.1.1. Participate in Site Visits as follows:

5.1.1.1. Participate in an annual site visit conducted by DPHS/BDAS that includes all funded staff, the contract administrator and financial manager.

5.1.1.2. Participate in site visits and technical assistance specific to a single scope of work as described in the sections below.

5.1.1.3. Submit other information that may be required by federal and state funders during the contract period.

5.1.2. Provide Reports for the Public Health Advisory Council as follows:

5.1.2.1. Submit quarterly PHAC progress reports using an on-line system administered by the DPHS.

5.1.3. Provide Reports for the Public Health Preparedness as follows:

5.1.3.1. Submit quarterly PHEP progress reports using an on-line system administered by the DPHS.

5.1.3.2. Submit all documentation necessary to complete the MCM ORR review or self-assessment.

5.1.3.3. Submit semi-annual action plans for MCM ORR activities on a form provided by the DHHS.

5.1.3.4. Submit information documenting the required MCM ORR-related drills and exercises.

5.1.3.5. Submit final After Action Reports for any other drills or exercises conducted.

5.1.4. Provide Reports for Substance Misuse Prevention as follows:

5.1.4.1. Submit Quarterly SMP Leadership Team meeting agendas and minutes

5.1.4.2. 3-Year Plans must be current and posted to RPHN website, any revised plans require BDAS approval

5.1.4.3. Submission of annual work plans and annual logic models with short, intermediate and long term measures

5.1.4.4. Input of data on a monthly basis to an online database (e.g. PWITS) per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

Federal Block Grant. The data includes but is not limited to:

5.1.4.4.1. Number of individuals served or reached

5.1.4.4.2. Demographics

5.1.4.4.3. Strategies and activities per IOM by the six (6) activity types.

5.1.4.4.4. Dollar Amount and type of funds used in the implementation of strategies and/or interventions

5.1.4.4.5. Percentage evidence based strategies

5.1.4.5. Submit annual report

5.1.4.6. Provide additional reports or data as required by the Department.

5.1.4.7. Participate and administer the Regional SMP Stakeholder Survey in alternate years.

5.1.5. Provide Reports for Continuum of Care as follows:

5.1.5.1. Submit update on regional assets and gaps assessments as required.

5.1.5.2. Submit updates on regional CoC development plans as indicated.

5.1.5.3. Submit quarterly reports as indicated.

5.1.5.4. Submit year-end report as indicated.

5.1.6. Provide Reports for Young Adult Strategies as follows:

5.1.6.1. Participate in an evaluation of the program that is consistent with the federal Partnership for Success 2015 evaluation requirements. Should the evaluation consist of participant surveys, vendors must develop a

system to safely store and maintain survey data in compliance with the Department's policies and protocols. Enter the completed survey data into a database provided by the Department. Survey data shall be provided to the entity contracted by the Department to provide evaluation analysis for analysis.

5.1.6.2. Input data on a monthly basis to an online database as required by the Department. The data includes but is not limited to:

5.1.6.2.1. Number of individuals served

5.1.6.2.2. Demographics of individuals served

5.1.6.2.3. Types of strategies or interventions implemented

5.1.6.2.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions

5.1.6.3. Meet with a team authorized by the Department on a semiannual basis or as needed to conduct a site visit.

5.1.7. Provide Reports for School-Based Vaccination Clinics as follows:

5.1.7.1. Attend annual debriefing and planning meetings with NHIP staff.

5.1.7.2. Complete a year-end summary of total numbers of children vaccinated, as well as accomplishments and improvements to future school-based clinics. No later than 3 months after SBCs are concluded, give the following aggregated data grouped by school to NHIP:

5.1.7.2.1. Number of students at that school

5.1.7.2.2. Number of students vaccinated out of the total number at that school

5.1.7.2.3. Number of vaccinated students on Medicaid out of the total number at that school

5.1.7.3. Provide other reports and updates as requested by NHIP.

5.1.8. Provide Reports for Childhood Lead Poisoning Prevention Community Assessment as follows:

5.1.8.1. Submit a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

6. Performance Measures

6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the DHHS, to measure the effectiveness of the agreement as follows:

6.1.1. Public Health Advisory Council

6.1.1.1. Documented organizational structure for the PHAC (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).

6.1.1.2. Documentation that the PHAC membership represents public health stakeholders and the covered populations described in section 3.1.

6.1.1.3. CHIP evaluation plan that demonstrates positive outcomes each year.

6.1.1.4. Publication of an annual report to the community.

6.1.2. Public Health Emergency Preparedness

6.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review based on prioritized recommendations from DHHS.

6.1.2.2. Response rate and percent of staff responding during staff notification, acknowledgement and assembly drills.

6.1.2.3. Percent of requests for activation met by the Multi-Agency Coordinating Entity.

6.1.2.4. Percent of requests for deployment during emergencies met by partnering agencies and volunteers.

6.1.3. Substance Misuse Prevention

6.1.3.1. As measured by the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health (NSDUH), reductions in prevalence rates for:

6.1.3.1.1. 30-day alcohol use
6.1.3.1.2. 30-day marijuana use
6.1.3.1.3. 30-day illegal drug use
6.1.3.1.4. Illicit drug use other than marijuana
6.1.3.1.5. 30-day Nonmedical use of pain relievers
6.1.3.1.6. Life time heroin use
6.1.3.1.7. Binge Drinking
6.1.3.1.8. Youth smoking prevalence rate, currently smoke cigarettes
6.1.3.1.9. Binge Drinking

6.1.3.1.10. Youth smoking prevalence rate, currently smoke cigarettes

6.1.3.2. As measured by the YRB and NSDUH increases in the perception of risk for:

6.1.3.2.1. Perception of risk from alcohol use

6.1.3.2.2. Perception of risk from marijuana use

6.1.3.2.3. Perception of risk from illegal drug use

6.1.3.2.4. Perception of risk from Nonmedical use of prescription drugs without a prescription

6.1.3.2.5. Perception of risk from binge drinking

6.1.3.2.6. Perception of risk in harming themselves physically and in other ways when they smoke one or more packs of cigarettes per day

6.1.3.2.7. Demonstrated outcomes related to Risk and Protective Factors that align with prevalence data and strategic plans.

6.1.4. Continuum of Care

6.1.4.1. Evidence of ongoing update of regional substance use services assets and gaps assessment.

6.1.4.2. Evidence of ongoing update of regional CoC development plan.

6.1.4.3. Number of partners assisting in regional information dissemination efforts.

6.1.4.4. Increase in the number of calls from community members in regional seeking help as a result of information dissemination.

6.1.4.5. Increase in the number of community members in region accessing services as a result of information dissemination.

6.1.4.6. Number of other related initiatives CoC Facilitator leads, participates in, or materially contributes to.

6.1.5. Young Adult Strategies

6.1.5.1. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.1.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.1.2. Participants will report a decrease in past 30-day non-medical prescription drug use.

6.1.5.1.3. Participants will report a decrease in past 30-day illicit drug use including illicit opioids.

6.1.5.2. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.2.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.2.2. Participants will report a decrease in negative consequences from substance misuse.

6.1.6. School-Based Vaccination Clinics

6.1.6.1. Annual increase in the percent of students receiving seasonal influenza vaccination in school-based clinics.

6.1.6.2. Annual increase in the percentage of schools identified by NHIP that participate in the Free/Reduced School Lunch Program; or completion of at least 50% of schools listed.

6.1.6.3. Vaccine wastage shall be kept below 5%.

6.1.7. Childhood Lead Poisoning Prevention Community Assessment

6.1.7.1. At least one (1) representative from the RPHN attends a one-day meeting hosted by the HHLPPP to review data pertaining to the burden of lead in the region.

6.1.7.2. At least six (6) diverse partners from the region participate in an educational session on the burden of lead poisoning.

6.1.7.3. Submission of a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   1.1. This Agreement is funded with funds from the:

      1.1.1. Federal Funds from the US Centers for Disease Control and Prevention, Preventive Health Services, Catalog of Federal Domestic Assistance (CFDA #) 93.991, Federal Award Identification Number (FAIN) #B01OT009205.

      1.1.2. Federal Funds from the US Centers for Disease Control and Prevention, Public Health Emergency Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.069, Federal Award Identification Number (FAIN) #U90TP000535, and General Funds.

      1.1.3. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance (CFDA #) 93.959, Federal Award Identification Number (FAIN) #TI010035, and General Funds

      1.1.4. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative, Catalog of Federal Domestic Assistance (CFDA #) 93.243, Federal Award Identification Number (FAIN) #SP020796

      1.1.5. Federal Funds from the US Centers for Disease Control and Prevention, National Center for Immunization and Respiratory Diseases, Catalog of Federal Domestic Assistance (CFDA #) 93.268, Federal Award Identification Number (FAIN) #H23IP000757

      1.1.6. Federal Funds from the US Department of Health and Human Services, Public Health Hospital Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.889, Federal Award Identification Number (FAIN) #U90TP000535.

      1.1.7. Federal Funds from the US Department of Health and Human Services, Childhood Lead Poisoning Prevention and Surveillance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.197, Federal Award Identification Number (FAIN) #NUE2EH001408.

      1.1.8. And General Funds from the State of New Hampshire.

   1.2. The Contractor shall provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

   1.3. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2. Program Funding

2.1. The Contractor shall be paid up to the amounts specified for each program/scope of work identified in Exhibit B-1 Program Funding.

2.2. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

2.2.1. Utilize budget forms as provided by the Department

2.2.2. Submit a budget for each program/scope of work for each state fiscal year in accordance with Exhibit B-1.

2.2.3. Collaborate with the Department to incorporate approved budgets into this agreement by Amendment.

3. Payment for said services shall be made monthly as follows:

3.1. 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 budget line items in Section 2.2 above.

3.2. The Contractor shall submit an invoice form provided by the Department no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

3.3. The Contractor shall ensure the invoices are completed, signed, dated and returned to the Department in order to initiate payments.

3.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

3.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

3.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHSContractBilling@dhhs.nh.gov

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

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

6. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Vendor Name: Greater Seacoast Community Health
Contract Name: Regional Public Health Network Services
Region: Strafford County

Program Name and Funding Amounts

State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse Prevention	Continuum of Care	Young Adult Substance Misue Preventioin Strategies*	School-Based Vaccination Clinics	Childhood Lead Poisoning Prevention Community Assessment	Hepatitis A Vaccination Clinics
2019	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200.00	$ 10,000.00
2020	$ 30,000.00	$ 102,580.00	$ 67,380.00	$ 45,634.00	$ 90,000.00	$ 15,000.00	$ 1,800.00	$ 10,000.00
2021	$ 30,000.00	$ 102,580.00	$ 67,380.00	$ 45,634.00	$ 22,500.00	$ 15,000.00	$ -	$ -

*Young Adult Strategies State Fiscal Year 2021 Funding ends September 30, 2020.

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

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

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

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

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

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

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

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

20.2. DEPARTMENT: NH Department of Health and Human Services.

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials JC
Date 5/30/19

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name:

5-30-2019
Date

Name: Janet Kaatsch
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name:

5-30-19
Date

Name: Janet Caatsh
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name:

5-30-19
Date

Name: Janet Laatsch
Title: CEO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name:

5-30-19
Date

Janet Laatsch
Name: Janet Laatsch
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

5-30-2019
Date

Name: Janet Lautsch
Title: CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	Goodwin Seacoast Community Health
The State	Name of the Vendor
	Janet Lantsch
Signature of Authorized Representative	Signature of Authorized Representative
	Janet Lantsch
Name of Authorized Representative	Name of Authorized Representative
	CEO
Title of Authorized Representative	Title of Authorized Representative
	5-30-2019
Date	Date

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	Greater Seacoast Community Health
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
6/6/19	5-30-2019
Date	Date

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

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

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

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

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

The Vendor 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 Vendor 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.

Vendor Name:

5/30/19
Date

Name: Janet Laetsch
Title: CEO

FORM A

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

1. The DUNS number for your entity is: 780054164

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BerryDunn

[redacted]

GREATER SEACOAST COMMUNITY HEALTH

Goodwin Community Health | Families First — support for families...health care for all

FINANCIAL STATEMENTS

December 31, 2018

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Greater Seacoast Community Health

We have audited the accompanying financial statements of Greater Seacoast Community Health (the Organization), which comprise the balance sheet as of December 31, 2018, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility 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; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Seacoast Community Health as of December 31, 2018, and the results of its operations, changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Emphasis-of-Matter

As discussed in Note 1 to the financial statements under the sub-heading "Organization", Greater Seacoast Community Health was formed on January 1, 2018 as a result of the merger of Goodwin Community Health and Families First of the Greater Seacoast. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
May 20, 2019

GREATER SEACOAST COMMUNITY HEALTH

Balance Sheet

December 31, 2018

ASSETS

Current assets	
Cash and cash equivalents	$ 3,896,813
Patient accounts receivable, less allowance for uncollectible accounts of $422,413	1,560,698
Grants receivable	424,642
Inventory	143,250
Pledges receivable	263,557
Other current assets	57,987
Total current assets	6,346,947
Investments	1,112,982
Investment in limited liability company	38,201
Assets limited as to use	1,421,576
Property and equipment, net	6,107,219
Total assets	$15,026,925

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	$ 172,852
Accrued payroll and related expenses	1,075,463
Patient deposits	173,105
Deferred revenue	7,269
Total current liabilities and total liabilities	1,428,689
Net assets	
Without donor restrictions	11,824,495
With donor restrictions	1,773,741
Total net assets	13,598,236
Total liabilities and net assets	$15,026,925

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Operations

Year Ended December 31, 2018

Operating revenue and support	
Patient service revenue	$11,353,111
Provision for bad debts	(651,700)
Net patient service revenue	10,701,411
Grants, contracts, and contributions	7,713,908
Other operating revenue	368,017
Net assets released from restriction for operations	634,931
Total operating revenue and support	19,418,267
Operating expenses	
Salaries and benefits	14,715,120
Other operating expenses	4,446,874
Depreciation	349,661
Total operating expenses	19,511,655
Operating deficit	(93,388)
Other revenue and (losses)	
Investment income	48,204
Loss on disposal of assets	(6,874)
Change in fair value of investments	(95,246)
Total other revenue and (losses)	(53,916)
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	$ (147,304)

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Changes in Net Assets

Year Ended December 31, 2018

Net assets without donor restrictions	
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	$ (147,304)
Net assets with donor restrictions	
Contributions, net of uncollectible pledges	44,649
Investment income	37,790
Change in fair value of investments	(147,099)
Net assets released from restriction for operations	(634,931)
Decrease in net assets with donor restrictions	(699,591)
Change in net assets	(846,895)
Net assets, beginning of year	14,445,131
Net assets, end of year	$13,598,236

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Cash Flows

Year Ended December 31, 2018

Cash flows from operating activities	
Change in net assets	$ (846,895)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Provision for bad debts	651,700
Depreciation	349,661
Equity in earnings of limited liability company	2,395
Change in fair value of investments	242,345
Loss on disposal of assets	6,874
(Increase) decrease in	
Patient accounts receivable	(971,354)
Grants receivable	304,713
Inventory	101,604
Pledges receivable	300,635
Other current assets	(1,155)
Increase (decrease) in	
Accounts payable and accrued expenses	(138,262)
Accrued salaries and related amounts	33,819
Deferred revenue	(2,117)
Patient deposits	6,790
Net cash provided by operating activities	40,753
Cash flows from investing activities	
Capital acquisitions	(21,463)
Proceeds from sale of investments	198,458
Purchase of investments	(294,519)
Net cash used by investing activities	(117,524)
Net decrease in cash and cash equivalents	(76,771)
Cash and cash equivalents, beginning of year	3,973,584
Cash and cash equivalents, end of year	$ 3,896,813

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Greater Seacoast Community Health (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) that provides fully integrated medical, behavioral, oral health, recovery services and social support for underserved populations.

On January 1, 2018, Goodwin Community Health (GCH) and Families First of the Greater Seacoast (FFGS) merged to become Greater Seacoast Community Health. GCH and FFGS were not-for-profit corporations organized in New Hampshire. GCH and FFGS were both FQHCs providing similar services in adjoining and overlapping service areas and have worked collaboratively in the provision of healthcare services in the greater Seacoast area for many years. Given the compatibility of their missions, the adjacency of their service areas and their shared charitable missions of providing healthcare services to individuals living within the greater Seacoast service area, GCH and FFGS came to the conclusion that the legal and operational integration of their respective organizations into one legal entity would result in a more effective means of providing healthcare services in their combined service area.

The following summarizes amounts recognized by entity as of January 1, 2018:

	GCH	FFGS	Total
Assets			
Cash and cash equivalents	$ 3,379,361	$ 594,223	$ 3,973,584
Patient accounts receivable	906,747	334,297	1,241,044
Grants receivable	571,752	157,603	729,355
Inventory	244,854	-	244,854
Pledges receivable	-	564,192	564,192
Other current assets	33,159	23,673	56,832
Investments	1,085,684	18,019	1,103,703
Investment in limited liability company	20,298	20,298	40,596
Assets limited as to use	-	1,577,139	1,577,139
Property and equipment, net	5,883,017	559,274	6,442,291
Total assets	$ 12,124,872	$ 3,848,718	$ 15,973,590
Liabilities			
Accounts payable and accrued expenses	$ 125,513	$ 185,601	$ 311,114
Accrued payroll and related expenses	626,521	415,123	1,041,644
Patient deposits	87,632	78,683	166,315
Deferred revenue	7,386	2,000	9,386
Total liabilities	$ 847,052	$ 681,407	$ 1,528,459
Net assets			
Without donor restrictions	11,277,820	693,979	11,971,799
With donor restrictions	-	2,473,332	2,473,332
Total net assets	$ 11,277,820	$ 3,167,311	$ 14,445,131

There were no significant adjustments made to conform the individual accounting policies of the merging entities or to eliminate intra-entity balances.

Acquisition of Lilac City Pediatrics, P.A.

Effective July 1, 2018, the Organization entered into a business combination agreement with Lilac City Pediatrics, P.A. (LCP), a New Hampshire professional association providing quality pediatric healthcare services in the region served by the Organization. The agreement required the Organization to hire LCP employees, assume equipment and occupancy leases, and carry on the operations of LCP. The business combination provides the Organization's patients with additional and enhanced pediatric healthcare services, consistent with the Organization's mission. There was no consideration transferred as a result of the business combination and the assets acquired and liabilities assumed were not material.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-For-Profit Entities*, as described below. Under FASB ASC Topic 958 and FASB ASC Topic 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC Topic 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet, reporting the change in an organization's net assets in statements of operations and changes in net assets, and reporting the change in its cash and cash equivalents in a statement of cash flows.

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.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

Recently Issued Accounting Pronouncement

In August 2016, FASB issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions."

The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for the Organization for the year ended December 31, 2018.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). 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.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (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.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. In addition, patient balances receivable in excess of 90 days old are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at December 31, 2018 follows:

Balance, beginning of year	$ 270,416
Provision	651,700
Write-offs	(499,703)
Balance, end of year	$ 422,413

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Inventory

Inventory consisting of pharmaceutical drugs is valued first-in, first-out method and is measured at the lower of cost or retail.

Investments

The Organization reports investments at fair value. Investments include donor endowment funds and assets held for long-term purposes. Accordingly, investments have been classified as non-current assets in the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statement of operations. The election was made because the Organization believes reporting the activity in a single performance indicator provides a clearer measure of the investment performance. Accordingly, investment income and the change in fair value are included in the deficiency of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheet.

Investment in Limited Liability Company

The Organization is one of seven members of Primary Health Care Partners, LLC (PHCP). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $38,201 at December 31, 2018.

Assets Limited As To Use

Assets limited as to use include investments held for others and donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 6.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to $41,119 for the year ended December 31, 2018.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of operations as "net assets released from restriction." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. All pledges receivable are due within one year. Given the short-term nature of the Organization's pledges, they are not discounted and a reserve for uncollectible pledges has been established in the amount of $2,000 at December 31, 2018. Conditional promises to give are not included as revenue until the conditions are substantially met.

Deficiency of Revenue Over Expenses

The statement of operations reflects the deficiency of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the deficiency of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through May 20, 2019, 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, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The Organization had working capital of $4,918,258 at December 31, 2018. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 74 at December 31, 2018.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, were as follows as of December 31, 2018:

Cash and cash equivalents	$ 3,896,813
Investments	1,112,982
Patient accounts receivable, net	1,560,698
Grants receivable	424,642
Pledges receivable	263,557
Financial assets available for current use	$ 7,258,692

The Organization has certain long-term investments to use which are available for general expenditure within one year in the normal course of operations. Accordingly, these assets have been included in the information above. The Organization has other long-term investments and assets for restricted use, which are more fully described in Note 3, that are not available for general expenditure within the next year and are not reflected in the amount above.

3. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

Long-term investments	$ 1,112,982
Assets limited as to use	1,421,576
Total investments	$ 2,534,558

Assets limited as to use are restricted for the following purposes:

Assets held in trust under Section 457(b) deferred compensation plans	$ 26,763
Assets with donor restrictions	1,394,813
Total	$ 1,421,576

Fair Value of Financial Instruments

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 13,810	$ -	$ -	$ 13,810
Municipal bonds	-	288,679	-	288,679
Exchange traded funds	411,147	-	-	411,147
Mutual funds	1,820,922	-	-	1,820,922
Total investments	$ 2,245,879	$ 288,679	$ -	$ 2,534,558

Municipal bonds are valued based on quoted market prices of similar assets.

4. Property and Equipment

Property and equipment consisted of the following at December 31, 2018:

Land	$ 718,427
Building and improvements	5,857,428
Leasehold improvements	311,561
Furniture, fixtures, and equipment	2,667,663
Total cost	9,555,079
Less accumulated depreciation	3,447,860
Property and equipment, net	$ 6,107,219

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM) and the Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

5. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes:

Specific purpose	
Program services	$ 115,371
Passage of time	
Pledges receivable	263,557
Investments to be held in perpetuity, for which the income is without donor restrictions	1,394,813
Total	$ 1,773,741

Net assets released from net assets with donor restrictions were as follows:

Satisfaction of purpose - program services	$ 270,530
Passage of time - pledges receivable	291,384
Passage of time - endowment earnings	73,017
Total	$ 634,931

6. Endowments

Interpretation of Relevant Law

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration (underwater). In the event the endowment becomes underwater, it is the Organization's policy to not appropriate expenditures from the endowment assets until the endowment is no longer underwater. There were no such deficiencies as of December 31, 2018.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The Organization's endowment consists of assets with donor restrictions only and had the following related activities for the year ended December 31, 2018.

Endowments, beginning of year	$ 1,577,139
Investment income	37,790
Change in fair value of investments	(147,099)
Spending policy appropriations	(73,017)
Endowments, end of year	$ 1,394,813

7. Patient Service Revenue

Patient service revenue follows:

Medicare	$ 1,173,771
Medicaid	4,107,002
Third-party payers and self pay	4,753,946
Total patient service revenue	10,034,719
Contracted pharmacy revenue	1,318,392
Total	$11,353,111

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Medicare cost reports for GCH and FFGS have been audited by the Medicare administrative contractor through June 30, 2018 and June 30, 2017, respectively.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify for charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount. The estimated cost of providing services to patients under the Organization this policy amounted to $1,756,052 for the year ended December 31, 2018.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plans

The Organization has a defined contribution plan under IRC Section 401(k) that covers substantially all employees. For the year ended December 31, 2018, the Organization contributed $194,214 to the plan.

The Organization has established a unqualified deferred compensation plan under IRC Section 457(b) for certain key employees of the Organization. The Organization did not contribute to the plan during the year ended December 31, 2018. The balance of the deferred compensation plan amounted to $26,763 at December 31, 2018.

9. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was $1,136,875 for the year ended December 31, 2018. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

10. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At December 31, 2018, Medicaid represented 37% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the year ended December 31, 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 63% of grants, contracts, and contributions.

11. Functional Expense

The Organization provides various services to residents within its geographic location. Given the Organization is a service organization, expenses are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature. Expenses related to providing these services are as follows for the year ended December 31, 2018.

	Healthcare Services	Administrative and Support Services	Fundraising Services	Total
Salaries and benefits	$ 12,688,419	$ 1,458,660	$ 568,041	$ 14,715,120
Other operating expenses				
Contract services	925,980	144,869	15,112	1,085,961
Program supplies	1,217,994	-	-	1,217,994
Software maintenance	460,634	52,938	20,620	534,192
Occupancy	502,635	57,765	22,500	582,900
Other	862,256	88,360	75,211	1,025,827
Depreciation	301,513	34,651	13,497	349,661
Total	$ 16,959,431	$ 1,837,243	$ 714,981	$ 19,511,655

12. Commitments and Contingencies

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 the year ended December 31, 2018, 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.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2019	$ 289,273
2020	76,992
2021	33,990
Total	$ 400,255

Rental expense amounted to $258,695 for the year ended December 31, 2018.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65587
Certificate Number: 0004482408

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Barbara Henry, of Greater Seacoast Community Health, do hereby certify that:

1. I am the duly elected Board Chair of Greater Seacoast Community Health;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Greater Seacoast Community Health, duly held on January 21, 2019;

   Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

   Resolved: That the Chief Executive Officer, Janet Laatsch, is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 30TH, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Greater Seacoast Community Health this 30TH day of May, 2019.

Barbara Henry, Board Chair

STATE OF NH
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 30th day of May, 2019 by Barbara Henry.

Notary Public/Justice of the Peace

My Commission Expires:

NOREEN HODGDON
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES January 23 2024

GOODCOM-01 MPOULIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Ann Morse, CIC PHONE (A/C, No, Ext): (603) 716-2367 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: amorse@clarkinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Tri-State Insurance Company of Minnesota	31003
INSURER B : Acadia	31325
INSURER C : Technology Insurance Company	42376
INSURER D : AIX Specialty Insurance Co	12833
INSURER E :	
INSURER F :	

INSURED
Greater Seacoast Community Health, Inc.
dba Goodwin Community Health, Families First,
SOS Community Organization, Lilac City Pediatrics
311 Route 108
Somersworth, NH 03878

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			ADV5212020-15	1/1/2019	1/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS			CAA5331599-11	1/1/2019	1/1/2020	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE			CUA5214125-14	1/1/2019	1/1/2020	AGGREGATE	$ 1,000,000
	DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		TWC3756626	1/1/2019	1/1/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	FTCA GAP Liability			LIV-A671986-04	1/1/2019	1/1/2020	Each Occurrence	1,000,000
D	FTCA GAP Liability			LIV-A671986-04	1/1/2019	1/1/2020	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

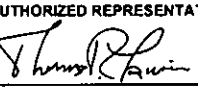
CERTIFICATE HOLDER

State of NH, DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Greater Seacoast Community Health

Mission

"To deliver innovative, compassionate, integrated health services and support that are accessible to all in our community, regardless of ability to pay."

Board Approved on 6-25-2018

BerryDunn

[redacted]

GREATER SEACOAST COMMUNITY HEALTH

Goodwin Community Health | Families First — support for families...health care for all

FINANCIAL STATEMENTS

December 31, 2018

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Greater Seacoast Community Health

We have audited the accompanying financial statements of Greater Seacoast Community Health (the Organization), which comprise the balance sheet as of December 31, 2018, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility 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; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Seacoast Community Health as of December 31, 2018, and the results of its operations, changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Emphasis-of-Matter

As discussed in Note 1 to the financial statements under the sub-heading "Organization", Greater Seacoast Community Health was formed on January 1, 2018 as a result of the merger of Goodwin Community Health and Families First of the Greater Seacoast. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
May 20, 2019

GREATER SEACOAST COMMUNITY HEALTH

Balance Sheet

December 31, 2018

ASSETS

Current assets	
Cash and cash equivalents	$ 3,896,813
Patient accounts receivable, less allowance for uncollectible accounts of $422,413	1,560,698
Grants receivable	424,642
Inventory	143,250
Pledges receivable	263,557
Other current assets	57,987
Total current assets	6,346,947
Investments	1,112,982
Investment in limited liability company	88,201
Assets limited as to use	1,421,576
Property and equipment, net	6,107,219
Total assets	$15,026,925

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	$ 172,852
Accrued payroll and related expenses	1,075,463
Patient deposits	173,105
Deferred revenue	7,269
Total current liabilities and total liabilities	1,428,689
Net assets	
Without donor restrictions	11,824,495
With donor restrictions	1,773,741
Total net assets	13,598,236
Total liabilities and net assets	$15,026,925

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Operations

Year Ended December 31, 2018

Operating revenue and support	
Patient service revenue	$11,353,111
Provision for bad debts	(651,700)
Net patient service revenue	10,701,411
Grants, contracts, and contributions	7,713,908
Other operating revenue	368,017
Net assets released from restriction for operations	634,931
Total operating revenue and support	19,418,267
Operating expenses	
Salaries and benefits	14,715,120
Other operating expenses	4,446,874
Depreciation	349,661
Total operating expenses	19,511,655
Operating deficit	(93,388)
Other revenue and (losses)	
Investment income	48,204
Loss on disposal of assets	(6,874)
Change in fair value of investments	(95,246)
Total other revenue and (losses)	(53,916)
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	$ (147,304)

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Changes in Net Assets

Year Ended December 31, 2018

Net assets without donor restrictions	
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	$ (147,304)
Net assets with donor restrictions	
Contributions, net of uncollectible pledges	44,649
Investment income	37,790
Change in fair value of investments	(147,099)
Net assets released from restriction for operations	(634,931)
Decrease in net assets with donor restrictions	(699,591)
Change in net assets	(846,895)
Net assets, beginning of year	14,445,131
Net assets, end of year	$13,598,236

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Cash Flows

Year Ended December 31, 2018

Cash flows from operating activities	
Change in net assets	$ (846,895)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Provision for bad debts	651,700
Depreciation	349,661
Equity in earnings of limited liability company	2,395
Change in fair value of investments	242,345
Loss on disposal of assets	6,874
(Increase) decrease in	
Patient accounts receivable	(971,354)
Grants receivable	304,713
Inventory	101,604
Pledges receivable	300,635
Other current assets	(1,155)
Increase (decrease) in	
Accounts payable and accrued expenses	(138,262)
Accrued salaries and related amounts	33,819
Deferred revenue	(2,117)
Patient deposits	6,790
Net cash provided by operating activities	40,753
Cash flows from investing activities	
Capital acquisitions	(21,463)
Proceeds from sale of investments	198,458
Purchase of investments	(294,519)
Net cash used by investing activities	(117,524)
Net decrease in cash and cash equivalents	(76,771)
Cash and cash equivalents, beginning of year	3,973,584
Cash and cash equivalents, end of year	$ 3,896,813

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Greater Seacoast Community Health (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) that provides fully integrated medical, behavioral, oral health, recovery services and social support for underserved populations.

On January 1, 2018, Goodwin Community Health (GCH) and Families First of the Greater Seacoast (FFGS) merged to become Greater Seacoast Community Health. GCH and FFGS were not-for-profit corporations organized in New Hampshire. GCH and FFGS were both FQHCs providing similar services in adjoining and overlapping service areas and have worked collaboratively in the provision of healthcare services in the greater Seacoast area for many years. Given the compatibility of their missions, the adjacency of their service areas and their shared charitable missions of providing healthcare services to individuals living within the greater Seacoast service area, GCH and FFGS came to the conclusion that the legal and operational integration of their respective organizations into one legal entity would result in a more effective means of providing healthcare services in their combined service area.

The following summarizes amounts recognized by entity as of January 1, 2018:

	GCH	FFGS	Total
Assets			
Cash and cash equivalents	$ 3,379,361	$ 594,223	$ 3,973,584
Patient accounts receivable	906,747	334,297	1,241,044
Grants receivable	571,752	157,603	729,355
Inventory	244,854	-	244,854
Pledges receivable	-	564,192	564,192
Other current assets	33,159	23,673	56,832
Investments	1,085,684	18,019	1,103,703
Investment in limited liability company	20,298	20,298	40,596
Assets limited as to use	-	1,577,139	1,577,139
Property and equipment, net	5,883,017	559,274	6,442,291
Total assets	$ 12,124,872	$ 3,848,718	$ 15,973,590
Liabilities			
Accounts payable and accrued expenses	$ 125,513	$ 185,601	$ 311,114
Accrued payroll and related expenses	626,521	415,123	1,041,644
Patient deposits	87,632	78,683	166,315
Deferred revenue	7,386	2,000	9,386
Total liabilities	$ 847,052	$ 681,407	$ 1,528,459
Net assets			
Without donor restrictions	11,277,820	693,979	11,971,799
With donor restrictions	-	2,473,332	2,473,332
Total net assets	$ 11,277,820	$ 3,167,311	$ 14,445,131

There were no significant adjustments made to conform the individual accounting policies of the merging entities or to eliminate intra-entity balances.

Acquisition of Lilac City Pediatrics, P.A.

Effective July 1, 2018, the Organization entered into a business combination agreement with Lilac City Pediatrics, P.A. (LCP), a New Hampshire professional association providing quality pediatric healthcare services in the region served by the Organization. The agreement required the Organization to hire LCP employees, assume equipment and occupancy leases, and carry on the operations of LCP. The business combination provides the Organization's patients with additional and enhanced pediatric healthcare services, consistent with the Organization's mission. There was no consideration transferred as a result of the business combination and the assets acquired and liabilities assumed were not material.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-For-Profit Entities*, as described below. Under FASB ASC Topic 958 and FASB ASC Topic 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC Topic 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet, reporting the change in an organization's net assets in statements of operations and changes in net assets, and reporting the change in its cash and cash equivalents in a statement of cash flows.

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.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

Recently Issued Accounting Pronouncement

In August 2016, FASB issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions."

The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for the Organization for the year ended December 31, 2018.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). 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.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (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.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. In addition, patient balances receivable in excess of 90 days old are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at December 31, 2018 follows:

Balance, beginning of year	$ 270,416
Provision	651,700
Write-offs	(499,703)
Balance, end of year	$ 422,413

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Inventory

Inventory consisting of pharmaceutical drugs is valued first-in, first-out method and is measured at the lower of cost or retail.

Investments

The Organization reports investments at fair value. Investments include donor endowment funds and assets held for long-term purposes. Accordingly, investments have been classified as non-current assets in the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statement of operations. The election was made because the Organization believes reporting the activity in a single performance indicator provides a clearer measure of the investment performance. Accordingly, investment income and the change in fair value are included in the deficiency of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheet.

Investment in Limited Liability Company

The Organization is one of seven members of Primary Health Care Partners, LLC (PHCP). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $38,201 at December 31, 2018.

Assets Limited As To Use

Assets limited as to use include investments held for others and donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 6.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to $41,119 for the year ended December 31, 2018.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of operations as "net assets released from restriction." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. All pledges receivable are due within one year. Given the short-term nature of the Organization's pledges, they are not discounted and a reserve for uncollectible pledges has been established in the amount of $2,000 at December 31, 2018. Conditional promises to give are not included as revenue until the conditions are substantially met.

Deficiency of Revenue Over Expenses

The statement of operations reflects the deficiency of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the deficiency of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through May 20, 2019, 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, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The Organization had working capital of $4,918,258 at December 31, 2018. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 74 at December 31, 2018.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, were as follows as of December 31, 2018:

Cash and cash equivalents	$ 3,896,813
Investments	1,112,982
Patient accounts receivable, net	1,560,698
Grants receivable	424,642
Pledges receivable	263,557
Financial assets available for current use	$ 7,258,692

The Organization has certain long-term investments to use which are available for general expenditure within one year in the normal course of operations. Accordingly, these assets have been included in the information above. The Organization has other long-term investments and assets for restricted use, which are more fully described in Note 3, that are not available for general expenditure within the next year and are not reflected in the amount above.

3. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

Long-term investments	$ 1,112,982
Assets limited as to use	1,421,576
Total investments	$ 2,534,558

Assets limited as to use are restricted for the following purposes:

Assets held in trust under Section 457(b) deferred compensation plans	$ 26,763
Assets with donor restrictions	1,394,813
Total	$ 1,421,576

Fair Value of Financial Instruments

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 13,810	$ -	$ -	$ 13,810
Municipal bonds	-	288,679	-	288,679
Exchange traded funds	411,147	-	-	411,147
Mutual funds	1,820,922	-	-	1,820,922
Total investments	$ 2,245,879	$ 288,679	$ -	$ 2,534,558

Municipal bonds are valued based on quoted market prices of similar assets.

4. Property and Equipment

Property and equipment consisted of the following at December 31, 2018:

Land	$ 718,427
Building and improvements	5,857,428
Leasehold improvements	311,561
Furniture, fixtures, and equipment	2,667,663
Total cost	9,555,079
Less accumulated depreciation	3,447,860
Property and equipment, net	$ 6,107,219

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM) and the Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

5. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes:

Specific purpose	
Program services	$ 115,371
Passage of time	
Pledges receivable	263,557
Investments to be held in perpetuity, for which the income is without donor restrictions	1,394,813
Total	$ 1,773,741

Net assets released from net assets with donor restrictions were as follows:

Satisfaction of purpose - program services	$ 270,530
Passage of time - pledges receivable	291,384
Passage of time - endowment earnings	73,017
Total	$ 634,931

6. Endowments

Interpretation of Relevant Law

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration (underwater). In the event the endowment becomes underwater, it is the Organization's policy to not appropriate expenditures from the endowment assets until the endowment is no longer underwater. There were no such deficiencies as of December 31, 2018.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The Organization's endowment consists of assets with donor restrictions only and had the following related activities for the year ended December 31, 2018.

Endowments, beginning of year	$ 1,577,139
Investment income	37,790
Change in fair value of investments	(147,099)
Spending policy appropriations	(73,017)
Endowments, end of year	$ 1,394,813

7. Patient Service Revenue

Patient service revenue follows:

Medicare	$ 1,173,771
Medicaid	4,107,002
Third-party payers and self pay	4,753,946
Total patient service revenue	10,034,719
Contracted pharmacy revenue	1,318,392
Total	$11,353,111

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Medicare cost reports for GCH and FFGS have been audited by the Medicare administrative contractor through June 30, 2018 and June 30, 2017, respectively.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify for charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount. The estimated cost of providing services to patients under the Organization this policy amounted to $1,756,052 for the year ended December 31, 2018.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plans

The Organization has a defined contribution plan under IRC Section 401(k) that covers substantially all employees. For the year ended December 31, 2018, the Organization contributed $194,214 to the plan.

The Organization has established a unqualified deferred compensation plan under IRC Section 457(b) for certain key employees of the Organization. The Organization did not contribute to the plan during the year ended December 31, 2018. The balance of the deferred compensation plan amounted to $26,763 at December 31, 2018.

9. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was $1,136,875 for the year ended December 31, 2018. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

10. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At December 31, 2018, Medicaid represented 37% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the year ended December 31, 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 63% of grants, contracts, and contributions.

11. Functional Expense

The Organization provides various services to residents within its geographic location. Given the Organization is a service organization, expenses are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature. Expenses related to providing these services are as follows for the year ended December 31, 2018.

	Healthcare Services	Administrative and Support Services	Fundraising Services	Total
Salaries and benefits	$ 12,688,419	$ 1,458,660	$ 568,041	$ 14,715,120
Other operating expenses				
Contract services	925,980	144,869	15,112	1,085,961
Program supplies	1,217,994	-	-	1,217,994
Software maintenance	460,634	52,938	20,620	534,192
Occupancy	502,635	57,765	22,500	582,900
Other	862,256	88,360	75,211	1,025,827
Depreciation	301,513	34,651	13,497	349,661
Total	$ 16,959,431	$ 1,837,243	$ 714,981	$ 19,511,655

12. Commitments and Contingencies

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 the year ended December 31, 2018, 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.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2019	$ 289,273
2020	76,992
2021	33,990
Total	$ 400,255

Rental expense amounted to $258,695 for the year ended December 31, 2018.

GREATER SEACOAST COMMUNITY HEALTH

Goodwin Community Health | Families First — support for families...health care for all

Board of Directors
Calendar Year 2019

Name/Address	Phone/Email	Occupation
Chair Barbara Henry [redacted]	[redacted]	Retired Newspaper Publisher
Vice Chair Valerie Goodwin [redacted]	[redacted]	Retired Business **Consumer**
Board Treasurer Dennis Veilleux [redacted]	[redacted]	Accounting Manager
Board Secretary Jennifer Glidden [redacted]	[redacted]	DHHS Admin. Supervisor **Consumer**
Karin Barndollar [redacted]	[redacted]	Export Manager **Consumer**
Mark Boulanger Raiche & Company [redacted]	[redacted]	CPA
Don Chick [redacted]	[redacted]	Photographer **Consumer**
Lisa Hall [redacted]	[redacted]	Retired Accountant
Jo Jordon [redacted]	[redacted]	Emergency Management
Abigail Sykas Karoutas [redacted]	[redacted]	Attorney **Consumer**
Allison Neal [redacted]	[redacted]	Education Consultant **Consumer**
John Pelletier [redacted]	[redacted]	Retired Truck Driver/Veteran **Consumer**
Yulia Rothenberg [redacted]	[redacted]	Education Consultant **Consumer**

Rev. 1/2019

Name/Address	Phone/Email	Occupation
Stuart Scharff [redacted]	[redacted]	Business/Legal
Kathy Scheu [redacted]	[redacted]	Medical/Laboratory Product Sales
Dan Schwarz [redacted]	[redacted]	Attorney Consumer
Jeffrey Segil, MD [redacted]	[redacted]	Physician-OB/GYN
James Sepanski [redacted]	[redacted]	Financial Executive
David B. Staples, DDS [redacted]	[redacted]	Dentist Consumer

JANET M. LAATSCH
311 Route 108
Somersworth, NH 03878

Jlaatsch@GoodwinCH.org 603-953-0065

Objective: To utilize my leadership skills to create a dynamic, sustainable non-profit organization.

WORK EXPERIENCE:

Goodwin Community Health (GCH)
Somersworth, NH **2001-Present**
Chief Executive Officer **2005-Present**

Accomplishments:

- Successfully retained all Directors and Physicians
- Built relationships with donors, foundations, local and state representatives and other non-profit and for-profit organizations
- Retention of an active Board of Directors
- Improvement of patient outcomes
- Successfully implemented mental health integration program
- Successfully acquired a for-profit mental health organization
- Developed a new partnership with Noble High School
- Developed a new partnership with Southeastern NH Services
- Obtained new grant funding of over $7.0 million
- Expansion of donor base
- Development of a corporate compliance program
- Merged the public health and safety council under AGCHC

Responsibilities:

- Oversight of operations, finance, personnel and fund development
- Grant writing and donor development
- New business development
- Compliance with all federal and state regulations
- Build relationships and partnerships locally and statewide
- Strategic planning
- Report directly to the Board of Directors

Finance Director **2002-2005**

Accomplishments:

- Brought in over $3.0 million in grant funds for the organization
- Obtained Federally Qualified Health Center status in 2004
- Designed and implemented a successful new dental program
- Achieved a financial surplus annually

Responsibilities:

- Responsible for all financial transactions, billing, collections, patient accounts
- Strategic planning as it relates to capital funding
- Budget development, cost/benefit analysis of existing programs and potential new programs
- Development and implementation of an annual development plan
- Research, write, submit and provide follow-up reports for grant funds

- Oversee human resource functions of the organization

Grant Writer/Per Diem Nurse 2001-2002

Grant Writing Services,
N. Hampton, NH
Sole Proprietor 1999-2001

Accomplishments:

- Successfully researched and submitted grants for health and educational organizations totaling over $150k

Responsibilities:

- Research private, industry, state and federal funds for non-profit organizations

North Shore Medical Center (Partners Health Care) 1991-1999
Salem, MA
Acting Chief Operations Officer for the
North Shore Community Health Center 1997-1999

Accomplishments:

- Successfully submitted their competitive Federal grant and other state grants
- Recruited a medical director and re-negotiated existing provider contracts to include productivity standards
- Re-designed operations to improve productivity
- Incorporated the hospital's medical residency program into the Health Center
- Achieved a financial surplus for the first time in five years
- Developed a quality improvement program and framework

Responsibilities:

- Placed at the Health Center by the North Shore Medical Center to revamp operations and improve the cash flow for the organization
- Reported directly to the Board of Directors

EDUCATION:

University of New Hampshire:	M.B.A.	
Durham, N.H.	Concentration in Finance	1991
Northern Michigan University:	B.S.N.	
Marquette, M.I.	Minor in Biology	1981

LICENSES/CERTIFICATES:
Real Estate Broker
N.H. Nursing License

PROFESIONAL:
Member of the National Association of Community Health Centers
Previous Board member of the United Way of the Greater Seacoast
Treasurer for the Health and Safety Council of Strafford County
Board member of the Community Health Network Access (CHAN)
Board member of the Rochester Rotary, slotted for President in 2011

Erin E. Ross

[redacted]

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills with a strong background using all applications within Microsoft Office programs.

Education

September 1998 – May 2002 **Bachelor of Science in Health Management & Policy**
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

August 2006 – Present **Service Expansion Director**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

May 2005 – August 2006 **Site Manager, Dover Location**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – November 2005 **Front Office Manager**
Avis Goodwin Community Health Center

- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – Present **Dental Coordinator**
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.

- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004 **Administrative Assistant to Medical Director**
Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004 **Billing Associate**
Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002 **Billing Associate**
Automated Medical Systems
Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002 **Building Manager**
Memorial Union Building – UNH
Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

◆ PROFESSIONAL EXPERIENCE

Somersworth Main Street Inc., Somersworth, New Hampshire
Executive Director; August 2001 – 2004

- Founded and Directed a 501(c)3 non profit organization dedicated to revitalizing a downtown commercial district
- Energized local planning, historic preservation, economic and real estate development
- Worked with public and private interests to achieve common downtown renewal goals
- Developed and implemented strategic marketing and public relations programs, fundraisers and public planning sessions
- Created and coordinated high visibility downtown events and beautification projects
- Responsible for budget management and all day to day program operations

LDW Public Relations
Self-Employed Marketing/Communications Consultant; May 2000 – August 2001

- Enhance creativity, professionalism and frequency of outbound marketing/communications and public relations efforts
- Organize mix of publicity, promotion, advertising and Internet presence for milestone company events such as venture capital funding, new store openings, web casts, direct marketing campaigns and celebrity endorsements.
- Drive brand awareness and message consistency through creation of unique and compelling copy for web sites, catalogs, executive speeches, press releases and direct marketing collateral
- Significantly increase media exposure with key audiences resulting in a multitude of image enhancing feature news stories with leading media outlets like the Wall Street Journal, The Red Herring, The Associated Press and ESPN.
- Conduct media training with company executives
- Clients include 1800FACEOFF.Com and General Linen Service, Inc.
- Chairman of Somersworth Main Street Program communications committee

Unisphere Networks, Inc., Westford, MA
Senior Public Relations Manager; April 2001 – November 2001

- Responsible for managing and creating results-driven public relations programs for multiple product lines and business initiatives
- Successful development and execution of strategies that position the company and its spokespeople as thought leaders in trade and business communities
- Organize industry events to leverage and maximize impact of corporate messaging with key audiences
- Manage outside agency to achieve public relations goals
- Consistently create and edit high-quality, influential materials like press releases, launch plans, abstracts and contributed articles
- Produce stellar coverage results in key media outlets

Cabletron Systems, Rochester, NH
Public Relations Manager; June 1998 – April 2000
Public Relations Specialist, July 1997 – June 1998

- Oversee North American Public Relations program for software business unit
- Provide strategic counsel to marketing, engineering and top-level executives
- Guide launch team efforts to create, implement and evaluate corporate communications programs and product launches
- Write and edit press materials, speeches, scripts, messages and quotes for both technology and business audiences
- Consistently deliver excellent and measurable results with trade and business media as well as leading industry analysts
- Coordinate detailed media events, trade shows and press tours
- Manage searches for and relationships with outside agencies

The Weber Group, Inc., Cambridge, MA
Assistant Account Executive; September 1996 – July 1997

- Write and edit pitch letters, speaker abstracts, press kits, briefing binders and media releases under tight deadlines
- Management and supervision of interns and account coordinators
- Responsible for developing and maintaining editorial and speaking calendars to generate client exposure
- Create and pitch story angles to media
- All activity necessary to meet and surpass client expectations
- Clients included 3Com and DCI

◆ VOLUNTEER EXPERIENCE

Somersworld Inc., Somersworth, New Hampshire,
Founding Board of Directors Member / Columnist; 2002-2004

Greater Somersworth Chamber of Commerce, Somersworth New Hampshire
Board of Directors Member; 2001 – 2004

◆ EDUCATIONAL EXPERIENCE

Johnson & Wales University, Providence, Rhode Island

- B.S. Advertising/Communications; 1994-Cum Laude
- A.S. Advertising/Public Relations; 1992-Cum Laude
- Trimester in The Hague; Development of the European Community

Brown University, Providence, Rhode Island

- Copywriting Internship; 95.5 WBRU

◆ ***Imaginative*** ◆ ***Strategic*** ◆ ***Effective***

Greater Seacoast Community Health

Regional Public Health Network
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Laatsch	Chief Executive Officer	$213,574	0%	$0
Erin Ross	Chief Financial Officer	$146,973	0%	$0
Lara Willard	Director of Marketing & Public Relations	$92,327	11%	$10,259

Subject: Regional Public Health Network Services SS-2019-DPHS-28-REGION-06

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Partnership for Public Health		1.4 Contractor Address 67 Water St., Ste. 105 Laconia, NH 03246	
1.5 Contractor Phone Number 603-528-2145 x1700	1.6 Account Number See Attached	1.7 Completion Date June 30, 2021	1.8 Price Limitation $647,016.
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Shelley Cantu		1.12 Name and Title of Contractor Signatory Shelley Cantu, Exec. Director	

1.13 Acknowledgement: State of NH, County of Belknap

On May 28th, 2019 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] JENNIFER A. GROLEAU NOTARY PUBLIC NEW HAMPSHIRE MY COMMISSION EXPIRES JAN. 13, 2021

1.13.2 Name and Title of Notary or Justice of the Peace: Jennifer Groleau, Admin + Tech Coordinator

1.14 State Agency Signature Date: 5/29/19	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/4/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:


JENNIFER A. CROTEAU
NOTARY PUBLIC
NEW HAMPSHIRE
MY
COMMISSION
EXPIRES
JAN. 13, 2021

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 5/28

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date 5/25/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____
Date 5/28/19

Block 1.6 Account Number

1.6 Account Number

05-95-090-51700000-547-500394

05-95-090-51780000-103-502664

05-95-090-79640000-102-500731

05-95-090-80110000-102-500731

05-95-092-33800000-102-500731

05-95-090-75450000-102-500731

05-95-090-22390000-102-500731

05-95-092-33950000-102-500731

05-95-090-51780000-102-500731

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient), in accordance with 2 CFR 200.300.

2. Scope of Services

2.1. Lead Organization to Host a Regional Public Health Network (RPHN)

2.1.1. The Contractor shall serve as a lead organization to host a Regional Public Health Networks for the Winnipesaukee region, which is defined by the Department, to provide a broad range of public health services within one or more of the state's thirteen designated public health regions. The Contractor agrees the purpose of the RPHNs statewide are to coordinate a range of public health and substance misuse-related services, as described below to assure that all communities statewide are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services that include, but are not limited to:

2.1.1.1. Sustaining a regional Public Health Advisory Council (PHAC),

2.1.1.2. Planning for and responding to public health incidents and emergencies,

2.1.1.3. Preventing the misuse of substances,

2.1.1.4. Facilitating and sustaining a continuum of care to address substance use disorders,

2.1.1.5. Implementing young adult substance misuse prevention strategies,

2.1.1.6. Providing School Based Vaccination Clinics,

2.1.1.7. Conducting a community-based assessment related to childhood lead poisoning prevention, and

2.1.1.8. Ensuring contract administration and leadership.

2.2. Public Health Advisory Council

2.2.1. The Contractor shall coordinate and facilitate the regional Public Health Advisory Council (PHAC) to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

2.2.1.1. Maintain a set of operating guidelines or by-laws for the PHAC

2.2.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team with the authority to:

2.2.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

2.2.1.2.2. Address emergent public health issues as identified by regional partners and the Department and mobilize key regional stakeholders to address the issue.

2.2.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

2.2.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

2.2.1.2.5. Make recommendations within the public health region and to the state regarding funding and priorities for service delivery based on needs assessments and collection.

2.2.1.3. PHAC leadership team shall meet at least quarterly in order to:

2.2.1.3.1. Ensure meeting minutes are available to the public upon request.

2.2.1.3.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

2.2.1.4. Ensure a currently licensed health care professional will serve as a medical director for the RPHN who shall perform the following functions that are not limited to:

2.2.1.4.1. Write and issue standing orders when needed to carry out the programs and services funded through this agreement

2.2.1.4.2. Work with medical providers and the Department on behalf of the PHAC on any emergent public health issues. Participate in the Multi-Agency Coordinating Entity (MACE) during responses to public health emergencies as appropriate and based on availability.

2.2.1.5. Conduct at least biannual meetings of the PHAC.

2.2.1.6. Develop annual action plans for the services in this Agreement as advised by the PHAC.

2.2.1.7. Collect, analyze and disseminate data about the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

2.2.1.8. Maintain a current Community Health Improvement Plan (CHIP) that is aligned with the State Health Improvement Plan (SHIP) and informed by other health improvement plans developed by other community partners;

2.2.1.9. Provide leadership through guidance, technical assistance and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

2.2.1.10. Publish an annual report disseminated to the community capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities.

2.2.1.11. Maintain a website, which provides information to the public and agency partners, at a minimum, includes information about the PHAC, CHIP, SMP, CoC, YA and PHEP programs.

2.2.1.12. Conduct at least two educational and training programs annually to RPHN partners and others to advance the work of RPHN.

2.2.1.13. Educate partners and stakeholder groups on the PHAC, including elected and appointed municipal officials.

2.2.1.14. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

2.3. Public Health Emergency Preparedness

2.3.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity of partnering organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies as follows:

2.3.1.1. Ensure that all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions as follows:

2.3.1.2. Convene and coordinate a regional Public Health Emergency Preparedness (PHEP) coordinating/planning committee/workgroup to improve regional emergency response plans and the capacity of partnering entities to mitigate, prepare for, respond to and recover from public health emergencies.

2.3.1.3. Convene at least quarterly meetings of the regional PHEP committee/workgroup.

2.3.1.4. Ensure and document committee/workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA) annually.

2.3.1.5. Maintain a three-year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by CDC.

2.3.1.6. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

2.3.1.7. Submit an annual work plan based on a template provided by the Department of Health and Human Services (DHHS).

2.3.1.8. Sponsor and organize the logistics for at least two trainings annually for regional partners. Collaborate with the DHHS, Division of Public Health Services (DPHS), the Community Health Institute (CHI), NH Fire Academy, Granite State Health Care Coalition (GSHCC), and other training providers to implement these training programs.

2.3.1.9. Revise on an annual basis the Regional Public Health Emergency Anne (RPHEA) based on guidance from DHHS as follows:

2.3.1.9.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by DHHS.

2.3.1.9.2. Develop new appendices based on priorities identified by DHHS using templates provided by DHHS.

2.3.1.9.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

2.3.1.9.4. Participate in workgroups to develop or revise components of the RPHEA that are convened by DHHS or the agency contracted to provide training and technical assistance to RPHNs.

2.3.1.10. Understand the hazards and social conditions that increase vulnerability within the public health region including but not limited to cultural, socioeconomic, and demographic factors as follows:

2.3.1.10.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

2.3.1.10.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

2.3.1.11. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental,

public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health incident or emergency.

2.3.1.12. Regularly communicate with the Department's Area Agency contractor that provides developmental and acquired brain disorder services in your region.

2.3.1.13. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

2.3.1.14. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

2.3.1.15. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

2.3.1.16. Maintain the capacity to utilize WebEOC, the State's emergency management platform, during incidents or emergencies. Provide training as needed to individuals to participate in emergency management using WebEOC.

2.3.1.17. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

2.3.1.18. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

2.3.1.19. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the DHHS' SNS Coordinator to identify appropriate actions and priorities, that include, but are not limited to:

2.3.1.19.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans;

2.3.1.19.2. Annual submission of either ORR or self-assessment documentation;

2.3.1.19.3. ORR site visit as scheduled by the CDC and DHHS;

2.3.1.19.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

2.3.1.20. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies as follows:

2.3.1.20.1. Prior to purchasing new supplies or equipment, execute MOUs with agencies to store, inventory, and rotate these supplies.

2.3.1.20.2. Upload, at least annually, a complete inventory to a Health Information Management System (HIMS) identified by DHHS.

2.3.1.21. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector as follows:

2.3.1.21.1. Maintain proficiency in the volunteer management system supported by DHHS.

2.3.1.21.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy during an incident or emergency.

2.3.1.21.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

2.3.1.21.4. Conduct notification drills of volunteers at least quarterly.

2.3.1.22. As requested, participate in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

2.3.1.23. As requested by the DPHS, participate in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

2.3.1.24. As requested by DPHS, plan and implement targeted Hepatitis A vaccination clinics. Clinics should be held at locations where individuals at-risk for Hepatitis A can be accessed, according to guidance issued by DPHS.

2.4. Substance Misuse Prevention

2.4.1. The Contractor shall provide leadership and coordination to impact substance misuse and related health promotion activities by implementing, promoting and advancing evidence-based primary prevention approaches, programs, policies, and services as follows:

2.4.1.1. Reduce substance use disorder (SUD) risk factors and strengthen protective factors known to impact behaviors.

2.4.1.2. Maintain a substance misuse prevention SMP leadership team consisting of regional representatives with a special expertise in substance misuse prevention that can help guide/provide awareness and advance substance misuse prevention efforts in the region.

2.4.1.3. Implement the strategic prevention model in accordance with the SAMHSA Strategic Prevention Framework that includes: assessment, capacity development, planning, implementation and evaluation.

2.4.1.4. Implement evidenced-informed approaches, programs, policies and services that adhere to evidence-based guidelines, in accordance with the Department's guidance on what is evidenced informed.

2.4.1.5. Maintain, revise, and publicly promote data driven regional substance misuse prevention 3-year Strategic Plan that aligns with the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan, and the State Health Improvement Plan).

2.4.1.6. Develop an annual work plan that guides actions and includes outcome-based logic models that demonstrates short, intermediate and long term measures in alignment the 3-year Strategic Plan, subject to Department's approval.

2.4.1.7. Advance and promote and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective and indicated by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families and communities.

2.4.1.8. Produce and disseminate an annual report that demonstrates past year successes, challenges, outcomes and projected goals for the subsequent year.

2.4.1.9. Comply with federal block grant requirements for substance misuse prevention strategies and collection and reporting of data as outlined in the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

2.4.1.10. Ensure substance misuse prevention is represented at PHAC meetings and with an exchange of bi-directional information to advance efforts of substance misuse prevention initiatives.

2.4.1.11. Assist, at the direction of BDAS, SMP staff with the Federal Block Grant Comprehensive Synar activities that consist of, but are not limited to, merchant and community education efforts, youth involvement, and policy and advocacy efforts.

2.5. Continuum of Care

2.5.1. The Contractor shall provide leadership and/or support for activities that assist in the development of a robust continuum of care (CoC) utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC) as follows:

2.5.1.1. Engage regional partners (Prevention, Intervention, Treatment, Recovery Support Services, primary health care, behavioral health care and other interested and/or affected parties) in ongoing update of regional assets and gaps, and regional CoC plan development and implementation.

2.5.1.2. Work toward, and adapt as necessary and indicated, the priorities and actions identified in the regional CoC development plan.

2.5.1.3. Facilitate and/or provide support for initiatives that result in increased awareness of and access to services, increased communication and collaboration among providers, and increases in capacity and delivery of services.

2.5.1.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan and service capacity increase activities.

2.5.1.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work such as Integrated Delivery Networks.

2.5.1.6. Work with the statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek help (health, education, safety, government, business, and others) in every community in the region.

2.5.1.7. Engage regional stakeholders to assist with information dissemination.

2.6. Young Adult Substance Misuse Prevention Strategies

2.6.1. The Contractor shall provide evidence-informed services and/or programs for young adults, ages 18 to 25 in high-risk high-need communities within their region which are both appropriate and culturally relevant to the targeted population as follows:

2.6.1.1. Ensure evidenced-informed substance misuse prevention strategies are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse.

2.6.1.2. Ensure evidenced-Informed Program, 'Practices or Policies meet one or more of the following criteria:

2.6.1.2.1. Evidenced-Based-Programs, policies, practices that are endorsed as evidenced-based have demonstrated a commitment to refining program

protocols and process, and a high-quality, systematic evaluation documenting short-term and intermediate outcomes which are listed on the National Registry of Evidenced-Based Programs and Practices (NREPP) published by the Federal Substance Abuse Mental Health Abuse Mental Health Services Authority (SAMHSA) or a similar published list (USDOE);

2.6.1.2.2. Those programs, policies, and practices that have been published in a peer review journal or similar peer review literature;

2.6.1.2.3. Practices that are programs that are endorsed as a promising practice that have demonstrated readiness to conduct a high quality, systematic evaluation. The evaluation includes the collection and reporting of data to determine the effectiveness on indicators highly correlated with reducing or preventing substance misuse. Promising practices are typically those that have been endorsed as such by a State's Expert Panel or Evidenced-Based Workgroup; or

2.6.1.2.4. Innovative programs that must apply to the State's Expert Panel within one year and demonstrate a readiness to conduct a high quality, systematic evaluation.

2.7. School Based Vaccination Clinics

2.7.1. The Contractor shall provide organizational structure to administer school-based flu clinics (SBC) as follows:

2.7.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

2.7.1.2. Coordinate information campaigns with school officials targeted to parents/guardians to maximize student participation rates.

2.7.1.3. Distribute state supplied promotional vaccination material

2.7.1.4. Distribute, obtain, verify and store written consent from legal guardian prior to administration of vaccine in compliance with HIPPA and other state and federal regulations.

2.7.1.5. If the contractor lacks the ability to store vaccination consents within HIPPA guidelines, the contractor may request the NH DPHS Immunization Program (NHIP) to store these records once the contractor has completed data collection and reporting.

2.7.1.6. Document, verify and store written or electronic record of vaccine administration in compliance with HIPPA and other state and federal regulations.

2.7.1.7. If the contractor lacks the ability to store vaccination record within HIPPA guidelines, the contractor may request the NHIP to store these records once the contractor has completed data collection and reporting.

2.7.1.8. Provide written communication of vaccination status (completed/not completed) to the legal guardian upon the day of vaccination.

2.7.1.9. Provide the following vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the legal guardian requests that the information not be shared. This information may be given to the parents to distribute to the primary care provider:

- 2.7.1.9.1. Patient full name and one other unique patient identifier
- 2.7.1.9.2. Vaccine name
- 2.7.1.9.3. Vaccine manufacturer
- 2.7.1.9.4. Lot number
- 2.7.1.9.5. Date of vaccine expiration
- 2.7.1.9.6. Date of vaccine administration
- 2.7.1.9.7. Date Vaccine Information Sheet (VIS) was given
- 2.7.1.9.8. Edition date of the VIS given
- 2.7.1.9.9. Name and address of entity that administered the vaccine (contractor's name)
- 2.7.1.9.10. Full name and title of person who administered the vaccine

2.7.1.10. Ensure that current federal guidelines for vaccine administration are adhered to, including but not limited to disseminating a Vaccine Information Statement, so that the legal authority (legal guardian, parent, etc.) is provided access to this information on the day of vaccination.

2.7.1.11. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers and patients.

2.7.1.12. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent and total number of students absent with influenza-like illness for in session school days.

2.7.1.13. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

2.7.2. The Contractor shall safely administer vaccine supplied by NHIP as follows:

2.7.2.1. Obtain medical oversight, standing orders, emergency interventions/protocols and clinical expertise through providing a medical/clinical director.

2.7.2.2. Medical/Clinical director needs to be able to prescribe medication in the State of New Hampshire.

2.7.2.3. Medical/Clinical director can be a Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), or Advanced Practice Registered Nurse (APRN).

2.7.2.4. Copies of standing orders, emergency interventions/protocols will be available at all clinics.

2.7.2.5. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

2.7.2.6. Procure necessary supplies to conduct school vaccine clinics. This includes but is not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, non-latex bandages, etc.

2.7.3. The Contractor shall ensure proper vaccine storage, handling and management as follows:

2.7.3.1. Annually submit a signed Vaccine Management Agreement to NHIP ensuring that all listed requirements are met.

2.7.3.2. Contractor's SBC coordinator needs to complete the NHIP vaccination training annually. In addition, contractor's SBC coordinator will complete vaccine ordering and vaccine storage and handling training. Contractor agrees to keep a copy of these training certificates on file.

2.7.3.3. Contractor may use NHIP trainings or their own educational materials to train their SBC staff. If contractor chooses to utilize non NHIP training, all training materials will be submitted to NHIP for prior approval.

2.7.3.4. A copy of all training materials will be kept on site for reference during SBCs.

2.7.3.5. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the contractor's custody.

2.7.3.6. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.

2.7.3.7. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

2.7.3.8. Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

2.7.3.9. Ensure each and every dose of vaccine is accounted for.

2.7.3.10. Submit a monthly temperature log for the vaccine storage refrigerator.

2.7.3.11. Notify NHIP through contacting the NHIP Nursing help line and faxing incident forms of any adverse event within 24 hours of event occurring.

2.7.3.12. In the event of stored vaccine going outside of the manufacturers recommended temperatures (a vaccine temperature excursion):

2.7.3.13. Immediately quarantine the vaccine in a temperature appropriate setting, separating it from other vaccine and labeling it "DO NOT USE".

2.7.3.14. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

2.7.3.15. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

2.7.3.16. Submit a Cold Chain Incident Report along with a Data Logger report to NHIP within 24 hours of temperature excursion occurrence.

2.7.4. The Contractor shall complete the following tasks within 24 hours of the completion of every clinic:

2.7.4.1. Update State Vaccination system with total number of vaccines administered and wasted during each mobile clinic. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

2.7.4.2. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the contractor's established vaccine refrigerator.

2.7.4.3. Submit the following totals to NHIP outside of the Vaccine ordering system the:

2.7.4.3.1. total number of students vaccinated.

2.7.4.3.2. total number of vaccines wasted.

2.7.4.4. Complete an annual year-end self-evaluation and improvement plan for the following areas:

2.7.4.4.1. Strategies that worked well in the areas of communication, logistics, or planning.

2.7.4.4.2. Areas for improvement both at the state and regional levels. Emphasize strategies for implementing improvements.

2.7.4.4.3. Discuss strategies that worked well for increasing both the number of clinics held at schools as well as the number of students vaccinated.

2.7.4.4.4. Discuss future strategies and plans for increasing students vaccinated. Include suggestions on how state level resources may aid in this effort.

2.7.5. The Contractor will be funded through a combination of base funding and incentivized funding. The goal of the incentivized funding is to encourage the contractor to offer vaccination at

schools, which have a greater economic disparity. To this end, a list of schools serving higher populations of students who qualify for the New Hampshire Free/Reduced School Lunch will be generated annually by NHIP in collaboration with the Department of Education (DOE). To receive full funding, contractors will need to serve at least 50% of schools listed.

2.7.5.1. If a contractor is unable to provide vaccine to at least 50% of the schools listed, the contractor will need to show evidence of providing vaccine to additional schools listed but not previously served the year before in order to receive full funding.

2.7.5.2. If NHIP and Contractor both agree that all options to try and offer vaccination services at a school have been exhausted, NHIP will replace that school with the next school listed from the New Hampshire Free/Reduced Lunch generated list.

2.7.5.3. If a contractor is unable to demonstrate the growth listed in 3.7.9.1, they will be awarded funding on a sliding scale based on the percentage of schools listed. This calculation will be the % of actual listed school covered divided by 50%. The percentage determined by that equation will be multiplied by the total amount of dollars available for funding, beyond the base portion of funding, to total the amount of dollars awarded for that year.

2.8. Childhood Lead Poisoning Prevention Community Assessment

2.8.1. The Contractor shall participate in a statewide meeting, hosted by the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP), to review data and other information specific to the burden of lead poisoning within the region as follows:

2.8.1.1. Partner with the HHLPPP to identify and invite a diverse group of regional partners to participate in a regional outreach and educational meeting on the burden of lead poisoning. Partners may include, but are not limited to, municipal governments (e.g. code enforcement, health officers, elected officials) school administrators, school boards, hospitals, health care providers, U.S. Housing and Urban Department lead

hazard control grantees, public housing officials, Women, Infant and Children programs, Head Start and Early Head Start programs, child educators, home visitors, legal aid, and child advocates.

2.8.1.2. Collaborate with partners from within the region to identify strategies to reduce the burden of lead poisoning in the region. Strategies may include, but are not limited to, modifying the building permit process, implementing the Environmental Protection Agency's Renovate, Repair and Paint lead safe work practice training into the curriculum of the local school district's Career and Technical Center, identify funding sources to remove lead hazards from pre-1978 housing in the community, increase blood lead testing rates for one and two year old children in local health care practices, and/or implement pro-active inspections of rental housing and licensed child care facilities.

2.8.1.3. Prepare and submit a brief proposal to the HHLPPP identifying strategy(s) to reduce the burden of lead poisoning, outlining action steps and funding necessary to achieve success with the strategy over a one-year period.

2.9. Contract Administration and Leadership

2.9.1. The Contactor shall introduce and orient all funded staff to the work of all the activities conducted under the contract as follows.

2.9.1.1. Ensure detailed work plans are submitted annually for each of the funded services based on templates provided by the DHHS.

2.9.1.2. Ensure all staff have the appropriate training, education, experience, skills, and ability to fulfill the requirements of the positions they hold and provide training, technical assistance or education as needed to support staff in areas of deficit in knowledge and/or skills.

2.9.1.3. Ensure communication and coordination when appropriate among all staff funded under this contract.

2.9.1.4. Ensure ongoing progress is made to successfully complete annual work plans and outcomes achieved.

2.9.1.5. Ensure financial management systems are in place with the capacity to manage and report on multiple sources of state and federal funds, including work done by subcontractors.

3. Training and Technical Assistance Requirements

3.1. The Contractor shall participate in training and technical assistance as follows:

3.1.1. Public Health Advisory Council

3.1.1.1. Attend semi-annual meetings of PHAC leadership convened by DPHS/BDAS.

3.1.1.2. Complete a technical assistance needs assessment.

3.1.2. Public Health Emergency Preparedness

3.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by DPHS/ESU. Complete a technical assistance needs assessment.

3.1.2.2. Attend up to two trainings per year offered by DPHS/ESU or the agency contracted by the DPHS to provide training programs.

3.1.3. Substance Misuse Prevention

3.1.3.1. SMP coordinator shall attend community of practice meetings/activities.

3.1.3.2. At DHHS' request, engage with ongoing technical assistance to ensure the RPHN workforce is knowledge, skilled and has the ability to carry out all scopes of work (e.g. using data to inform plans and evaluate outcomes, using appropriate measures and tools, etc.)

3.1.3.3. Attend all bi-monthly meetings of SMP coordinators.

3.1.3.4. Participate with DHHS technical assistance provider on interpreting the results of the Regional SMP Stakeholder Survey.

3.1.3.5. Attend additional meetings, conference calls and webinars as required by DHHS.

3.1.3.6. SMP lead staff must be credentialed within one year of hire as Certified Prevention Specialist to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board. (http://nhpreventcert.org/).

3.1.3.7. SMP staff lead must attend required training, Substance Abuse Prevention Skills Training (SAPST). This training is offered either locally or in New England one (1) to two (2) times annually.

3.1.4. Continuum of Care

3.1.4.1. Be familiar with the evidence-based Strategic Planning Model (includes five steps: Assessment, Capacity, Planning, Implementation, and Development), RROSC and NH DHHS CoC systems development and the "No Wrong Door" approach to systems integration.

3.1.4.2. Attend quarterly CoC Facilitator meetings.

3.1.4.3. Participate in the CoC learning opportunities as they become available to:

3.1.4.3.1. Receive information on emerging initiatives and opportunities;

3.1.4.3.2. Discuss best ways to integrate new information and initiatives;

3.1.4.3.3. Exchange information on CoC development work and techniques;

3.1.4.3.4. Assist in the refinement of measures for regional CoC development;

3.1.4.3.5. Obtain other information as indicated by BDAS or requested by CoC Facilitators.

3.1.4.4. Participate in one-on-one information and/or guidance sessions with BDAS and/or the entity contracted by the department to provide training and technical assistance.

3.1.5. Young Adult Strategies

3.1.5.1. Ensure all young adult prevention program staff receive appropriate training in their selected evidenced-informed program by an individual authorized by the program developer.

3.1.5.2. Participate in ongoing technical assistance, consultation, and targeted trainings from the Department and the entity contracted by the department to provide training and technical assistance.

3.1.6. School-Based Clinics

3.1.6.1. Staffing of clinics requires a currently licensed clinical staff person with a current Basic Life Support

Certification at each clinic to provide oversight and direction of clinical operations. Clinical license (or copy from the NH online license verification showing the license type, expiration and status) and current BLS certificate should be kept in training file.

4. Staffing

4.1. The Contractor's staffing structure must include a contract administrator and a finance administrator to administer all scopes of work relative to this agreement. In addition, while there is staffing relative to each scope of work presented below, the administrator must ensure that across all funded positions, in addition to subject matter expertise, there is a combined level of expertise, skills and ability to understand data; use data for planning and evaluation; community engagement and collaboration; group facilitation skills; and IT skills to effectively lead regional efforts related to public health planning and service delivery. The funded staff must function as a team, with complementary skills and abilities across these foundational areas of expertise to function as an organization to lead the RPHN's efforts.

4.2. The Contractor shall hire or subcontract and provide support for a designated project lead for each of the following four (4) scopes of work: PHEP, SMP, CoC Facilitator, and Young Adult Strategies. DHHS Recognizes that this agreement provides funding for multiple positions across the multiple program areas, which may result in some individual staff positions having responsibilities across several program areas, including, but not limited to, supervising other staff. A portion of the funds assigned to each program area may be used for technical and/or administrative support personnel. See Table 1 – Minimum for technical and/or administrative support personnel. See Table 1 – Minimum Staffing Requirements.

4.3. Table 1 – Minimum Staffing Requirements

Position Name	Minimum Required Staff Positions
Public Health Advisory Council	No minimum FTE requirement
Substance Misuse Prevention Coordinator	Designated Lead
Continuum of Care Facilitator	Designated Lead
Public Health Emergency Preparedness Coordinator	Designated Lead
Young Adult Strategies (optional)	Designated Lead

5. Reporting

5.1. The Contractor shall:

5.1.1. Participate in Site Visits as follows:

5.1.1.1. Participate in an annual site visit conducted by DPHS/BDAS that includes all funded staff, the contract administrator and financial manager.

5.1.1.2. Participate in site visits and technical assistance specific to a single scope of work as described in the sections below.

5.1.1.3. Submit other information that may be required by federal and state funders during the contract period.

5.1.2. Provide Reports for the Public Health Advisory Council as follows:

5.1.2.1. Submit quarterly PHAC progress reports using an on-line system administered by the DPHS.

5.1.3. Provide Reports for the Public Health Preparedness as follows:

5.1.3.1. Submit quarterly PHEP progress reports using an on-line system administered by the DPHS.

5.1.3.2. Submit all documentation necessary to complete the MCM ORR review or self-assessment.

5.1.3.3. Submit semi-annual action plans for MCM ORR activities on a form provided by the DHHS.

5.1.3.4. Submit information documenting the required MCM ORR-related drills and exercises.

5.1.3.5. Submit final After Action Reports for any other drills or exercises conducted.

5.1.4. Provide Reports for Substance Misuse Prevention as follows:

5.1.4.1. Submit Quarterly SMP Leadership Team meeting agendas and minutes

5.1.4.2. 3-Year Plans must be current and posted to RPHN website, any revised plans require BDAS approval

5.1.4.3. Submission of annual work plans and annual logic models with short, intermediate and long term measures

5.1.4.4. Input of data on a monthly basis to an online database (e.g. PWITS) per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

Federal Block Grant. The data includes but is not limited to:

5.1.4.4.1. Number of individuals served or reached

5.1.4.4.2. Demographics

5.1.4.4.3. Strategies and activities per IOM by the six (6) activity types.

5.1.4.4.4. Dollar Amount and type of funds used in the implementation of strategies and/or interventions

5.1.4.4.5. Percentage evidence based strategies

5.1.4.5. Submit annual report

5.1.4.6. Provide additional reports or data as required by the Department.

5.1.4.7. Participate and administer the Regional SMP Stakeholder Survey in alternate years.

5.1.5. Provide Reports for Continuum of Care as follows:

5.1.5.1. Submit update on regional assets and gaps assessments as required.

5.1.5.2. Submit updates on regional CoC development plans as indicated.

5.1.5.3. Submit quarterly reports as indicated.

5.1.5.4. Submit year-end report as indicated.

5.1.6. Provide Reports for Young Adult Strategies as follows:

5.1.6.1. Participate in an evaluation of the program that is consistent with the federal Partnership for Success 2015 evaluation requirements. Should the evaluation consist of participant surveys, vendors must develop a

system to safely store and maintain survey data in compliance with the Department's policies and protocols. Enter the completed survey data into a database provided by the Department. Survey data shall be provided to the entity contracted by the Department to provide evaluation analysis for analysis.

5.1.6.2. Input data on a monthly basis to an online database as required by the Department. The data includes but is not limited to:

5.1.6.2.1. Number of individuals served

5.1.6.2.2. Demographics of individuals served

5.1.6.2.3. Types of strategies or interventions implemented

5.1.6.2.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions

5.1.6.3. Meet with a team authorized by the Department on a semiannual basis or as needed to conduct a site visit.

5.1.7. Provide Reports for School-Based Vaccination Clinics as follows:

5.1.7.1. Attend annual debriefing and planning meetings with NHIP staff.

5.1.7.2. Complete a year-end summary of total numbers of children vaccinated, as well as accomplishments and improvements to future school-based clinics. No later than 3 months after SBCs are concluded, give the following aggregated data grouped by school to NHIP:

5.1.7.2.1. Number of students at that school

5.1.7.2.2. Number of students vaccinated out of the total number at that school

5.1.7.2.3. Number of vaccinated students on Medicaid out of the total number at that school

5.1.7.3. Provide other reports and updates as requested by NHIP.

5.1.8. Provide Reports for Childhood Lead Poisoning Prevention Community Assessment as follows:

5.1.8.1. Submit a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

6. Performance Measures

6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the DHHS, to measure the effectiveness of the agreement as follows:

6.1.1. Public Health Advisory Council

6.1.1.1. Documented organizational structure for the PHAC (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).

6.1.1.2. Documentation that the PHAC membership represents public health stakeholders and the covered populations described in section 3.1.

6.1.1.3. CHIP evaluation plan that demonstrates positive outcomes each year.

6.1.1.4. Publication of an annual report to the community.

6.1.2. Public Health Emergency Preparedness

6.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review based on prioritized recommendations from DHHS.

6.1.2.2. Response rate and percent of staff responding during staff notification, acknowledgement and assembly drills.

6.1.2.3. Percent of requests for activation met by the Multi-Agency Coordinating Entity.

6.1.2.4. Percent of requests for deployment during emergencies met by partnering agencies and volunteers.

6.1.3. Substance Misuse Prevention

6.1.3.1. As measured by the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health (NSDUH), reductions in prevalence rates for:

6.1.3.1.1. 30-day alcohol use
6.1.3.1.2. 30-day marijuana use
6.1.3.1.3. 30-day illegal drug use
6.1.3.1.4. Illicit drug use other than marijuana
6.1.3.1.5. 30-day Nonmedical use of pain relievers
6.1.3.1.6. Life time heroin use
6.1.3.1.7. Binge Drinking
6.1.3.1.8. Youth smoking prevalence rate, currently smoke cigarettes
6.1.3.1.9. Binge Drinking

6.1.3.1.10. Youth smoking prevalence rate, currently smoke cigarettes

6.1.3.2. As measured by the YRB and NSDUH increases in the perception of risk for:

6.1.3.2.1. Perception of risk from alcohol use
6.1.3.2.2. Perception of risk from marijuana use
6.1.3.2.3. Perception of risk from illegal drug use
6.1.3.2.4. Perception of risk from Nonmedical use of prescription drugs without a prescription
6.1.3.2.5. Perception of risk from binge drinking
6.1.3.2.6. Perception of risk in harming themselves physically and in other ways when they smoke one or more packs of cigarettes per day
6.1.3.2.7. Demonstrated outcomes related to Risk and Protective Factors that align with prevalence data and strategic plans.

6.1.4. Continuum of Care

6.1.4.1. Evidence of ongoing update of regional substance use services assets and gaps assessment.
6.1.4.2. Evidence of ongoing update of regional CoC development plan.
6.1.4.3. Number of partners assisting in regional information dissemination efforts.
6.1.4.4. Increase in the number of calls from community members in regional seeking help as a result of information dissemination.
6.1.4.5. Increase in the number of community members in region accessing services as a result of information dissemination.
6.1.4.6. Number of other related initiatives CoC Facilitator leads, participates in, or materially contributes to.

6.1.5. Young Adult Strategies

6.1.5.1. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.1.1. Participants will report a decrease in past 30-day alcohol use.
6.1.5.1.2. Participants will report a decrease in past 30-day non-medical prescription drug use.

6.1.5.1.3. Participants will report a decrease in past 30-day illicit drug use including illicit opioids.

6.1.5.2. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.2.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.2.2. Participants will report a decrease in negative consequences from substance misuse.

6.1.6. School-Based Vaccination Clinics

6.1.6.1. Annual increase in the percent of students receiving seasonal influenza vaccination in school-based clinics.

6.1.6.2. Annual increase in the percentage of schools identified by NHIP that participate in the Free/Reduced School Lunch Program; or completion of at least 50% of schools listed.

6.1.6.3. Vaccine wastage shall be kept below 5%.

6.1.7. Childhood Lead Poisoning Prevention Community Assessment

6.1.7.1. At least one (1) representative from the RPHN attends a one-day meeting hosted by the HHLPPP to review data pertaining to the burden of lead in the region.

6.1.7.2. At least six (6) diverse partners from the region participate in an educational session on the burden of lead poisoning.

6.1.7.3. Submission of a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   1.1. This Agreement is funded with funds from the:

      1.1.1. Federal Funds from the US Centers for Disease Control and Prevention, Preventive Health Services, Catalog of Federal Domestic Assistance (CFDA #) 93.991, Federal Award Identification Number (FAIN) #B01OT009205.

      1.1.2. Federal Funds from the US Centers for Disease Control and Prevention, Public Health Emergency Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.069, Federal Award Identification Number (FAIN) #U90TP000535, and General Funds.

      1.1.3. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance (CFDA #) 93.959, Federal Award Identification Number (FAIN) #TI010035, and General Funds

      1.1.4. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative, Catalog of Federal Domestic Assistance (CFDA #) 93.243, Federal Award Identification Number (FAIN) #SP020796

      1.1.5. Federal Funds from the US Centers for Disease Control and Prevention, National Center for Immunization and Respiratory Diseases, Catalog of Federal Domestic Assistance (CFDA #) 93.268, Federal Award Identification Number (FAIN) #H23IP000757

      1.1.6. Federal Funds from the US Department of Health and Human Services, Public Health Hospital Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.889, Federal Award Identification Number (FAIN) #U90TP000535.

      1.1.7. Federal Funds from the US Department of Health and Human Services, Childhood Lead Poisoning Prevention and Surveillance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.197, Federal Award Identification Number (FAIN) #NUE2EH001408.

      1.1.8. And General Funds from the State of New Hampshire.

   1.2. The Contractor shall provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

   1.3. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2. Program Funding

Exhibit B

2.1. The Contractor shall be paid up to the amounts specified for each program/scope of work identified in Exhibit B-1 Program Funding.

2.2. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

2.2.1. Utilize budget forms as provided by the Department

2.2.2. Submit a budget for each program/scope of work for each state fiscal year in accordance with Exhibit B-1.

2.2.3. Collaborate with the Department to incorporate approved budgets into this agreement by Amendment.

3. Payment for said services shall be made monthly as follows:

3.1. 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 budget line items in Section 2.2 above.

3.2. The Contractor shall submit an invoice form provided by the Department no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

3.3. The Contractor shall ensure the invoices are completed, signed, dated and returned to the Department in order to initiate payments.

3.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

3.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

3.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHSContractBilling@dhhs.nh.gov

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

6. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Vendor Name:Lakes Region Partnership
Contract Name: Regional Public Health Network Services
Region: Winnipesaukee

Program Name and Funding Amounts

State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse Prevention	Continuum of Care	Young Adult Substance Misue Preventioin Strategies*	School-Based Vaccination Clinics	Childhood Lead Poisoning Prevention Community Assessment	Hepatitis A Vaccination Clinics
2019	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200.00	$ 10,000.00
2020	$ 30,000.00	$ 96,750.00	$ 69,367.00	$ 44,641.00	$ 90,000.00	$ 15,000.00	$ 1,800.00	$ 10,000.00
2021	$ 30,000.00	$ 96,750.00	$ 69,367.00	$ 44,641.00	$ 22,500.00	$ 15,000.00	$ -	$ -

*Young Adult Strategies State Fiscal Year 2021 Funding ends September 30, 2020.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials _____
Date 5/28/19

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Partnership for Public Health

5/28/2019
Date

Name: Sherry Cantara
Title: Ex. Director

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

5/28/2019
Date

Partnership for Public Health
Name:
Title: Shelly Carter, ED

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred; suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials AL
Date 5/28

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

5/28/2019
Date

Sheela Caulk, CW
Name:
Title: Partnership for Public Health

Vendor Initials AC
Date 5/28

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

5/28/2017
Date

Partnership for Public Health
Name:
Title: Chief Counsel

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

5/28/2019
Date

Partnership for Public Health
Name:
Title: Sheila Carter ED.

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Partnership for Public Health
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Shelley Canta
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	Exec. Director
Title of Authorized Representative	Title of Authorized Representative
5/29/19	5/28/2019
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor 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 Vendor 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.

Vendor Name:

Partnership for Public Health

5/28/2019
Date

Name: Shelley Canta
Title: Ex. Director

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 786707856

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents; and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PARTNERSHIP FOR PUBLIC HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 21, 2005. 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: **534847**

Certificate Number: **0004508069**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2019.

William M. Gardner
Secretary of State

State of New Hampshire

Date Filed : 04/04/2019 04:30:00 PM
Effective Date : 04/04/2019 04:30:00 PM
Filing # : 4491475 Pages : 1
Business ID : 534847
William M. Gardner
Secretary of State
State of New Hampshire

Recording fee: $25.00
Use black print or type.

AFFIDAVIT OF AMENDMENT
OF

Lake Region Partnership for Public Health
A NEW HAMPSHIRE NONPROFIT CORPORATION

I, Sandi Moore-Beinoras, the undersigned, being the Secretary (Note 1) of the above named New Hampshire nonprofit corporation, do hereby certify that a meeting was held for the purpose of amending the articles of agreement and the following amendment(s) were approved by a majority vote of the corporation's Board of Directors. (Note 2)

To amend Article 1 of the corporation's Articles of Agreement as follows:

Article 1. The name of the corporation shall be:

"Partnership for Public Health, Inc."

[If more space is needed, attach additional sheet(s).]

A true record, attest: Sandi Moore Beinoras
(Signature)

Print or type name: Sandi Moore-Beinoras

Title: Secretary

Date signed: March 28, 2019

Notes: 1. Clerk, secretary or other officer.
2. Enter either "Board of Directors" or "Trustees".

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH

File a copy with Clerk of the town/city of the principal place of business.

Form NP-3 (9/2015)

CERTIFICATE OF VOTE

I, _____Karin Salome_____, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of the Partnership for Public Health (Formerly Lakes Region Partnership for Pubic Health).
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on _____March 19th, 2019_____:
(Date)

RESOLVED: That the _____Executive Director_____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the __28th___ day of ____May_____, 2019__.
(Date Contract Signed)

4. _____Shelley Carita_____ is the duly elected _Executive Director_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of ____Belknap_____

The forgoing instrument was acknowledged before me this _____28th___ day of ___May_____, 20_19___,

By _____
(Name of Elected Officer of the Agency)

_____
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JENNIFER A. GROLEAU NOTARY PUBLIC NEW HAMPSHIRE MY COMMISSION EXPIRES JAN. 13, 2021

Commission Expires: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Eleanor Spinazzola	
E & S Insurance Services LLC	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
21 Meadowbrook Lane	E-MAIL ADDRESS: eleanor@esinsurance.net	
P O Box 7425	INSURER(S) AFFORDING COVERAGE	NAIC #
Gilford NH 03247-7425	INSURER A: Great American Ins Group	
INSURED	INSURER B: Twin City Fire Insuance Co	29459
Lakes Region Partnership for Public Health, Inc., DBA: Partnership for	INSURER C: United States Fire Insurance Co.	
67 Water Street, Suite 105	INSURER D:	
	INSURER E:	
Laconia NH 03246	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2019 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MAC3793453-13	03/10/2019	03/10/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability-	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP1898681-09	03/10/2019	03/10/2020	~~COMBINED~~ SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB3793454-14	03/10/2019	03/10/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		04WECRJ0009	01/01/2019	01/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Accident/Health			US994070	03/10/2019	03/10/2020		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Human and Health Services
129 Pleasant St
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

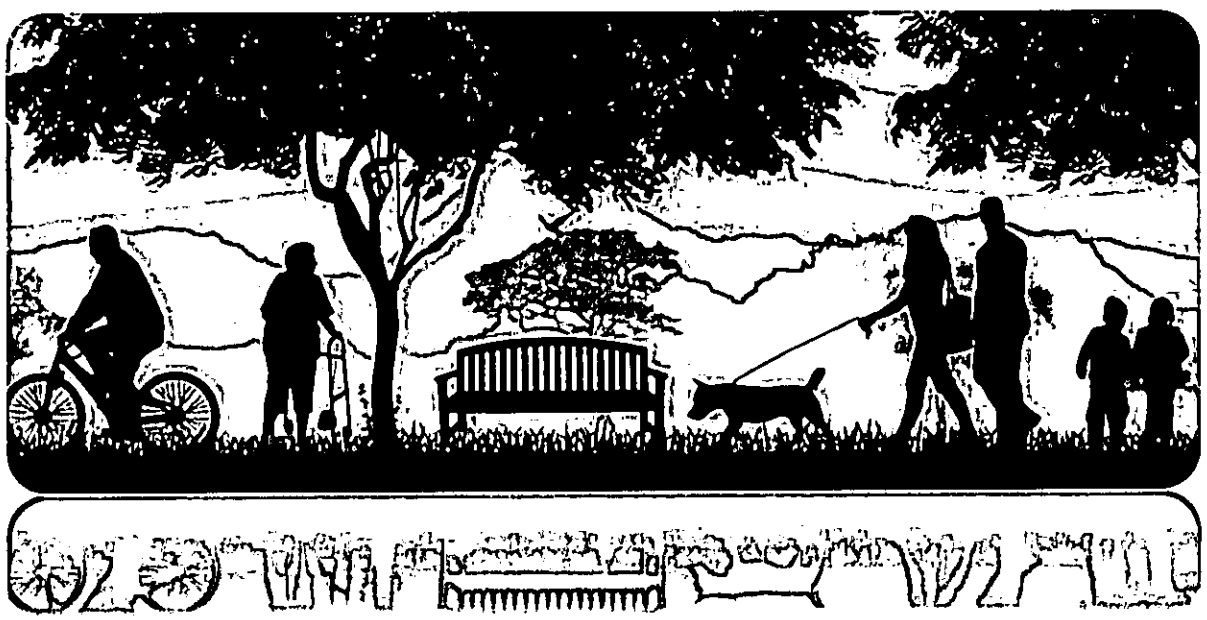
AUTHORIZED REPRESENTATIVE

PARTNERSHIP FOR PUBLIC HEALTH

CELEBRATING 10 Years

Mission Statement

To improve the health and well being of the region through inter-organizational collaboration and community and public health improvement activities.



Lakes Region Partnership for Public Health, Inc.
D/B/A Partnership for Public Health

Financial Statements

June 30, 2018 and 2017

and

Independent Auditor's Report

LAKES REGION PARNTERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
FINANCIAL STATEMENTS
June 30, 2018 and 2017

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VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Lakes Region Partnership for Public Health, Inc.
d/b/a Partnership for Public Health

Report on the Financial Statements

We have audited the accompanying financial statements of Lakes Region Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not to expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Partnership for Public Health, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional expenses on pages 12 and 13 are presented for purposes of additional analysis and are 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 auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Vachon Clukay & Company PC

Manchester, New Hampshire
October 30, 2018

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
STATEMENTS OF FINANCIAL POSITION
June 30, 2018 and 2017

ASSETS

	2018	2017
CURRENT ASSETS:		
Cash	$ 255,153	$ 299,231
Cash, restricted	3,296,596	2,629,829
Contracts receivable	109,064	128,170
Prepaid expenses	19,440	19,039
TOTAL CURRENT ASSETS	3,680,253	3,076,269
PROPERTY AND EQUIPMENT:		
Leasehold improvements	4,561	4,561
Furniture and equipment	14,510	14,510
	19,071	19,071
Less accumulated depreciation	(17,379)	(17,076)
PROPERTY AND EQUIPMENT, NET	1,692	1,995
OTHER NONCURRENT ASSETS:		
Investments	100,717	-
Investments, restricted	300,211	-
Investment in LLC	639	974
Deposit	3,236	3,486
TOTAL OTHER NONCURRENT ASSETS	404,803	4,460
TOTAL ASSETS	$ 4,086,748	$3,082,724

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:		
Accounts payable	$ 278,821	$ 28,387
Accrued payroll	37,961	40,092
Accrued compensated absences	19,537	28,957
Accrued other expenses	39,793	69,735
Deferred contract revenue	3,348,043	2,593,447
Fiduciary funds	9,842	10,212
TOTAL CURRENT LIABILITIES	3,733,997	2,770,830
TOTAL LIABILITIES	3,733,997	2,770,830
NET ASSETS:		
Temporarily restricted	25,886	23,362
Unrestricted	326,865	288,532
TOTAL NET ASSETS	352,751	311,894
TOTAL LIABILITIES AND NET ASSETS	$ 4,086,748	$3,082,724

See notes to financial statements

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2018 and 2017

	2018	2017
CHANGES IN UNRESTRICTED NET ASSETS:		
SUPPORT AND REVENUE		
Contributions	$ 8,408	$ 2,557
In-kind support	41,606	49,885
Federal funds	1,202,368	742,598
State funds	799,768	363,412
Private grants and awards	107,689	151,590
Special events	2,294	2,160
Agent fees	174,465	162,898
Miscellaneous income	1,900	3,789
Interest income	12,138	2,439
TOTAL UNRESTRICTED SUPPORT AND REVENUE	2,350,636	1,481,328
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of donor restrictions	5,855	5,995
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	5,855	5,995
TOTAL UNRESTRICTED REVENUES AND OTHER SUPPORT	2,356,491	1,487,323
EXPENSES:		
Program services	2,096,284	1,302,034
Management and general	220,722	174,814
Fundraising and development	1,153	354
TOTAL EXPENSES	2,318,159	1,477,202
TOTAL INCREASE IN UNRESTRICTED NET ASSETS	38,332	10,121
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Contributions	8,380	15,807
Net assets released from restrictions	(5,855)	(5,995)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	2,525	9,812
CHANGE IN NET ASSETS	40,857	19,933
NET ASSETS, JULY 1	311,894	291,961
NET ASSETS, JUNE 30	$ 352,751	$ 311,894

See notes to financial statements

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2018 and 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ 40,857	$ 19,933
Adjustments to Reconcile Increase in Net Assets to to Net Cash Provided by Operating Activities:		
Depreciation	303	2,853
Loss on disposal of property and equipment	-	3,350
Change in assets and liabilities:		
Accounts receivable	19,106	94,125
Prepaid expenses	(401)	(3,994)
Deposit	250	-
Accounts payable	250,434	(98,777)
Accrued liabilities	(41,493)	66,441
Deferred contract revenue	754,596	2,467,678
Fiduciary passthrough	(370)	(3,528)
Net Cash Provided by Operating Activities	1,023,282	2,548,081
CASH FLOWS FROM INVESTING ACTIVITIES:		
(Purchase) sale of investments	(400,593)	10,057
Net Cash Provided (Used) by Investing Activities	(400,593)	10,057
Net increase in cash	622,689	2,558,138
Cash, beginning of year	2,929,060	370,922
Cash, ending of year	$ 3,551,749	$2,929,060
Supplemental Disclosures:		
In-kind donations received	$ 41,606	$ 49,885
In-kind expenses	(41,606)	(49,885)
	$ -	$ -

See notes to financial statements

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2018 and 2017

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Lakes Region Partnership for Public Health, Inc. (the Entity) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

Accounting Policies

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to Not-for-Profit entities. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Contributions

The Entity accounts for contributions received in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made.* Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, cash and equivalents consists of demand deposits, cash on hand and all highly liquid investments with a maturity of 90 days or less.

Restricted Cash and Investments

Restricted cash and investments consist of advanced funding received from the State of New Hampshire for the Integrated Delivery Network (IDN), temporarily restricted contributions and fiduciary funds.

Investments

Investments, which consist principally of certificates of deposit with terms of one to three years, are carried at their approximate market value at June 30, 2018.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for equipment and major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	Years
Leasehold improvements	10-15
Furniture and equipment	5-15
Office equipment	5-10

Depreciation expense was $303 and $2,853 for the years ended June 30, 2018 and 2017, respectively.

Compensated Absences

Employees of the Entity working full-time and part-time employees working at least 20 hours per week are entitled to paid time off (PTO). PTO is earned from the first day of work. A maximum of 160 hours can be earned based on years of service while 80 hours can be carried over and accumulated to the next year. Accumulated PTO is payable upon termination of employment with proper notice. The Entity accrues accumulated PTO wages accordingly.

Donated Services, Materials and Facilities

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles. Donated goods and professional services are recorded as both revenues and expenses at estimated fair value, see Note 9.

Functional Allocation of Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis. Accordingly, certain costs have been allocated on the statement of functional expenses among the programs and supporting services based on percentage allocations determined by the Entity's management.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2018 and 2017, because management of the Entity believes that all outstanding receivables are fully collectible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for any exempt function income. In addition, the Entity is not subject to state income taxes. Accordingly, no provision has been made for Federal or State income taxes.

The FASB adopted Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity does not have any material unrecognized tax benefits.

Fair Value of Financial Instruments

Cash and equivalents, investments, accounts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Reclassification

Certain reclassifications have been made to the June 30, 2017 financial statement presentation to correspond to the current year format. These reclassifications had no effect on the change in net assets for the year ending June 30, 2017, as previously reported.

NOTE 2--CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000. The balances in excess of federally insured limits for the Entity were $118,484 and $134,289 at June 30, 2018 and 2017, respectively.

NOTE 3--INVESTMENT IN LLC

In January 2016, the Entity became a member of a newly-established limited liability corporation, Community Health Services Network, LLC ("CHSN"), to support the enhancement of behavioral health services integration in the region. The Entity will provide financial and administrative services to CHSN.

NOTE 4--DEFERRED CONTRACT REVENUE

Deferred contract revenue of $3,348,043 and $2,593,447 as of June 30, 2018 and 2017, respectively, represents unearned grant revenue on contracts from various funding agencies.

NOTE 5--LINE OF CREDIT

The Entity has a $125,000 line of credit with Bank of New Hampshire. The interest rate for the credit line was 7.00% at June 30, 2018, and 6.25% at June 30, 2017. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At June 30, 2018 and 2017, the balance of the line of credit was $0.

NOTE 6--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of the following donor restricted funding at June 30, 2018 and 2017:

	2018	2017
Family Caregivers Network	$ 2,769	$ 2,670
ServiceLink	550	
Volunteer CERT	1,402	932
N4A	1,006	1,006
CERT	17,177	18,272
Other	2,982	482
	$ 25,886	$ 23,362

NOTE 7--CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2018 and 2017, the Entity recognized revenue of $2,002,136 (85.2%) and $1,106,010 (74.7%), respectively, from fees and grants from governmental agencies. Revenue is usually recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. However, in the years ended June 30, 2018 and June 30, 2017, the Entity received $1.9 million and $2.8 million, respectively, in capacity building funds on a five-year, $12.8 million governmental contract waiver to enhance behavioral health integration in the region. This revenue is anticipated to be recognized over a five-year period through fiscal year 2021, dependent on the receipt of State matching funds, achievement of performance metrics and other criteria. Other support originates from other program services, contributions, in-kind donations, and other income.

NOTE 8--LEASE COMMITMENTS

The Entity entered into a lease for office space located in Tamworth, NH with monthly lease payments of $1,533 through December 2015,. $1,578 through March 2017. The Entity entered into a new lease agreement for the same space effective April 1, 2017 through December 31, 2018. Lease payments under the terms of the new agreement will include monthly payments of $1,134 through December 31, 2018. Lease expense for the years ended June 30, 2018 and June 30, 2017 were $13,604 and $17,603, respectively.

The Entity also has two leases for office spaces in Laconia, NH. The first lease has monthly payments of $2,030 through August 31, 2016, $2,051 through August 31, 2017, $2,089 through August 31, 2018. The second lease for additional office space was entered into on June 1, 2015 for a 3-year term. Monthly lease payments are $737 through May 31, 2016, $744 through May 31, 2017, and $762 through May 31, 2018. Effective June 1, 2018 the Entity entered into an updated lease agreement. Under the terms of the updated agreement, monthly payments will increase to $780 per month. Lease expense for the years ended June 30, 2018 and June 30, 2017 for these two leases was $36,583 and $36,007, respectively.

The following is a schedule, by years, of the future minimum payments for operating leases:

Year Ended June 30,	Annual Lease Commitments
2019	$ 20,340

NOTE 9--DONATED SERVICES, MATERIALS AND FACILITIES

The Entity receives various donated services. For the years ended June 30, 2018 and 2017, there has been $41,606 and $49,885, respectively, of donated services recognized as revenue. The following amounts of donated services have been included as functional expenses in these financial statements:

	2018	2017
Supplies	$ 1,820	$ 9,920
Contract Services	7,542	11,482
Occupancy	5,500	5,520
Travel and Meetings	3,600	3,575
Operations	10,950	10,950
Contract and grant subcontractors	12,194	8,438
	$ 41,606	$ 49,885

NOTE 10--CONTINGENCIES

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 11--SUBSEQUENT EVENTS

Subsequent events have been evaluated through October 30, 2018 which is the date that the financial statements were available to be issued. On July 25, 2018, the Entity entered into an updated lease agreement for its Laconia location. Terms of the lease include monthly rent of $2,147 effective September 1, 2018. On October 3, 2018, the Entity entered into a new lease for office space in Tamworth, NH. Terms of the lease include monthly rent of $1,008 effective October 4, 2018.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2018

		Supporting Services			
	Program Services	Management and General	Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:					
Salaries	$ 763,954	$ 179,039	$ 876	$ 179,915	$ 943,869
Employee benefits	95,176	9,868	-	9,868	105,044
Payroll taxes	59,802	13,159	66	13,225	73,027
	918,932	202,066	$ 942	203,008	1,121,940
OTHER EXPENSES:					
Contract services	70,507	8,982	-	8,982	79,489
Contract and grant subcontractors	880,367	-	-	-	880,367
Discretionary funds	6,080	-	-	-	6,080
Insurance	9,388	2,052	-	2,052	11,440
Fundraising	-	-	205	205	205
Occupancy	68,543	-	-	-	68,543
Operations	48,083	1,986	-	1,986	50,069
Supplies	46,946	338	-	338	47,284
Travel and meetings	46,771	3,020	-	3,020	49,791
Miscellaneous	667	1,975	6	1,981	2,648
Depreciation	-	303	-	303	303
Total	$ 2,096,284	$ 220,722	$ 1,153	$ 221,875	$ 2,318,159

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2017

		Supporting Services			
	Program Services	Management and General	Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:					
Salaries	$ 715,722	$ 128,854	-	$ 128,854	$ 844,576
Employee benefits	86,850	4,849	-	4,849	91,699
Payroll taxes	56,597	9,345	-	9,345	65,942
	859,169	143,048	$ -	143,048	1,002,217
OTHER EXPENSES:					
Contract services	53,157	15,075	-	15,075	68,232
Contract and grant subcontractors	146,871	-	-	-	146,871
Discretionary funds	18,847	-	-	-	18,847
Insurance	7,144	3,958	-	3,958	11,102
Fundraising	-	-	340	340	340
Occupancy	70,968	314	-	314	71,282
Operations	57,634	57	-	57	57,691
Supplies	44,411	1,372	-	1,372	45,783
Travel and meetings	39,538	2,279	-	2,279	41,817
Miscellaneous	4,295	5,858	14	5,872	10,167
Depreciation	-	2,853	-	2,853	2,853
Total	$ 1,302,034	$ 174,814	$ 354	$ 175,168	$ 1,477,202

Partnership for Public Health
Board of Directors
June 2019

Director
Karin Salome, President
David Emberley Vice President and Treasurer
Sandi Moore-Beinoras, Secretary
Brandon Archibald
Richard Crocker
Alida Millham
Maureen McDonald
Shawn Riley
Trish Stafford

Shelley M. Carita, CFRE

Highly motivated leader with over 20 years successful leadership experience in individual and corporate fundraising, marketing, corporate, foundation and federal grant writing, program development, volunteer recruitment, strategic planning and organizational development.

Professional Experience

EXECUTIVE DIRECTOR
Partnership for Public Health, Laconia, NH **Jan 2017 – Present**
Organization Leader for a regional public health agency serving New Hampshire's Lakes Region. Responsible for resource development, grants/contracts management, program development and implementation, strategic planning and community relations. Provides staff supervision and all human resource activities.

VICE PRESIDENT FOR DEVELOPMENT
New Hampshire Association for the Blind Concord, NH **June 2006 – Jan 2017**
Fundraising and marketing leader for a statewide organization serving the blind and visually impaired. Develops and manages a comprehensive development program raising over $1.2 million dollars annually. Works closely with Board of Directors and Regional Advisory Committees to organize fundraising and awareness events across the state. Identifies opportunities for foundation and corporate support. Cultivates and stewards major gift and planned giving prospects. Supervises professional fundraising and marketing staff.

Notable Accomplishments:

- Created state-wide marketing and public education plan that provides broad outreach to service clubs, retirement communities, eye care professionals, the media, and the community at large.
- Created a sustainable revenue source for Agency by developing project introducing occupational therapy as a sustainable revenue source, .
- Secured foundation grant funding of over $500,000 annually including two awards in excess of $100,000.
- Identified key major/planned giving donor prospects and initiated a successful donor cultivation strategy resulting in the receipt of significant gifts and gift expectancies.
- Recruited and motivated volunteers across the state to establish regional advisory committees in Manchester, Portsmouth, Concord and Lakes Region. Committees raise money in their respective regions through "Dinners in the Dark" and other third party fundraising events.

EXECUTIVE DIRECTOR
DEVELOPMENT AND MARKETING DIRECTOR **2001-2006**
American Red Cross
Laconia and Concord, New Hampshire
Developed and managed a comprehensive fund development and marketing program for two merging Red Cross chapters. Coordinated all fund development programs including planned giving, direct mail, major gifts, special events, grant writing and marketing. Developed and monitored agency budget. Supervised staff and coordinated volunteers for disaster response as well as public relations and special event assignments.

Notable Accomplishments:

- Promoted to Executive Director from Fund Development Director
- Decreased operating budget while expanding service delivery level.
- Doubled municipal revenue allocations by educating communities about Red Cross services.

Summary of Prior Non-Profit Management Experience

Case Management Supervisor, (1998-2000) Lakes Region Community Services Council, Laconia, NH - Provided training and supervision to case managers and family home providers serving adults with developmental disabilities. Worked closely with public guardians to ensure services were carried out according to ISP. Negotiated contracts with vendors.

Director of Social Services, (1996-1998) Dover Housing Authority, Dover, NH Developed and implemented all social service programs for seniors and families living in Dover's public housing community. Supervised program staff and volunteers. Negotiated contracts with service agencies. Raised over 1 million dollars in federal funding. Worked collaboratively with agencies throughout Strafford County.

Manager of Housing Services, (1993-1996) Strafford Guidance Center, Dover, NH Established intensive supported housing programs for adults with severe mental illness. Worked closely with doctors and treatment teams to ensure smooth transition from state hospital to community based model. Supervised department with over 30 direct service providers. Secured funding through federal grants and state Medicaid program. Served as HUD's administrator of federal homeless housing funds for Strafford County.

Director of Family Services, (1991-1993) Manchester Housing and Redevelopment Authority, Manchester, NH – Developed and managed all family empowerment and drug prevention programs in Manchester's 3 family public housing communities. Created State's first small business training program for public housing residents. Secured federal grant funding for all programs including a model after-school program.

Education

Master of Business Administration (MBA) - 1996
Southern New Hampshire University, Graduate School of Business Manchester, NH

M.S. Community Economic Development - 1993
Southern New Hampshire University, Graduate School of Business, Manchester, NH

B.A. Marketing - 1984
New Hampshire College, Manchester, NH

Volunteer Activities/ Memberships

- Certified Fundraising Executive -CFRE
- Reviewer, National Accreditation Council for Agencies Serving People with Blindness or Visual Impairment (NAC) - 2009 to present
- American Red Cross – Trainer - Lakes Region Disaster Action Team, 2006 to 2009
- Board of Directors - Lakes Region Partnership for Public Health 2005-2006
- Past President- Gilford Rotary Club, Paul Harris Fellow
- Past Officer, Horseshoe Pond Toastmasters International, Concord, NH
- PGNNE –Planned Giving Council of Northern New England
- Upper Valley Planned Giving Council

Marie L. Tule. CPA, MSA

Educational Experience

CPA –continuing professional education – 40 hours annually
Bentley University – MS in Accountancy
University of Vermont – BA degree

Work Experience

Lakes Region Partnership for Public Health, Laconia, NH 2013 – Current
Finance Director

- Prepare and analyze monthly financial statements
- Develop budgets and forecasts, and manage cash flow
- Responsible for contract billing and reporting
- Responsible for annual financial statement and compliance audits
- Supervise accounting staff.

Melanson Heath & Company, PC, Nashua, NH 1994 – 2013
Manager

- Planned, supervised, and prepared audited GAAP financial statements and compliance reports for nonprofit and commercial clients.
- Performed financial statement and data analytics, reconciled general ledger accounts, prepared audit schedules and adjusting entries.
- Documented accounting systems, evaluated client internal controls, and prepared management letters of recommendations.
- Proficient in Microsoft Excel, Word, PowerPoint, QuickBooks, and Fixed Asset software.
- Conducted presentations to Boards and audit committees of financial statements and compliance audit results.

Price Waterhouse Coopers, LLP, Manchester, NH 1989 – 1994
Senior Accountant

- Planned, supervised, and performed audits, reviews, and compilations of financial statements.
- Clients included manufacturing, financial, and higher educational institutions.
- Performed Federal compliance (A-133) audits of sponsored research programs.

The Donoghue Organization, Holliston, MA 1986 – 1988
Controller/Financial Analyst

- Prepared and analyzed monthly financial statements for newsletter publishing company.
- Supervised accounting staff including general ledger, accounts receivables, payroll, and accounts payables functions.

- Prepared budgets and forecasts, and managed cash flow.
- Responsible for human resource function.

Dennison Computer Supplies, Waltham, MA 1984 - 1986
Payroll Administrator
- Responsible for payroll function including filing monthly and quarterly tax reports (Forms 940,941)

Billing Coordinator
- Responsible for invoicing all shipments, rentals, and maintenance contracts. Filed sales & use tax returns.

Senior Accounts Payable
- Processed invoices and prepared vendor checks.

Accounts Receivable
- Applied cash receipts to AR ledger and researched discrepancies.

Volunteer Experience

NH Society of Certified Public Accountants May, 2010 – Present
Committee Chair

Greater Nashua Mental Health Center – Treasurer March, 2011 - Present
Audit & Finance Committee Chair

Various local nonprofits – Treasurer, Trustee 2001 – 2013

References - Available upon request.

KELLEEN GASPA

QUALIFICATION HIGHLIGHTS

- Experienced in working with and advocating for at-risk populations
- Strict adherence with organization confidentiality policies
- Exceptional communication, interviewing and assessment skills
- Demonstrated excellence in community outreach and education
- Excellent organizational and time management skills
- Experienced in working with the Strategic Prevention Framework
- Accomplished public speaker

PROFESSIONAL EXPERIENCE

Partnership for Public Health, Laconia, NH

Assistant Director/Director of Substance Use Disorder Systems Integration 11/2016-Present

- Support state & regional initiatives across the SUD continuum of care
- Develop and maintain regional assets & gaps analysis
- Promote evidence-based strategies for prevention, intervention, treatment & recovery
- Facilitate regional leadership team meetings
- Serve as a content expert on the Winnipesaukee Public Health Council
- Build capacity & expand service delivery in the Winnipesaukee Region of New Hampshire
- Increase awareness and access to SUD services
- Plan & facilitate quarterly regional Educator's Prevention Summits
- Maintain records and submit data for federal reporting
- Supervise Regional Substance Misuse Prevention Team

Regional Substance Misuse Prevention Coordinator 08/2015-11/2016

- Provide education, training & technical assistance to schools, organizations & local coalitions
- Facilitate Connect Suicide Prevention Trainings throughout the region
- Increase awareness of best practices in prevention, intervention, treatment & recovery
- Organize DEA Rx Drug Take Back and other various community events throughout the region
- Identify, build and maintain community partnerships in various sectors
- Support regional work across the Continuum of Care
- Advise Partners in Community Wellness Team
- Maintain records and submit data for federal reporting (PWITS)

Ascentria Care Alliance, Manchester, NH 2013-2015

Outreach/Employment Specialist, Health Profession Opportunity Project (HPOP)

- Recruitment and enrollment into the HPOP program
- Facilitate Information Sessions throughout New Hampshire
- Determine participant eligibility
- Assess participant need and provide links to relevant community resources
- Identify, build and maintain community partnerships
- Design and facilitate participant professional development training
- Assist in employment placement of trained participants
- Maintain records and submit data for federal reporting

Project EXTRA/LMS Parn, Laconia, NH 2006-2013

Site Director Pleasant Street School, Project EXTRA Program

- Manage daily operation of program
- Oversee curriculum links to Common Core Standards
- Supervise 12 lead staff, junior staff, volunteers and subcontractors
- Handle case sensitive information including disclosures of abuse and neglect
- Develop and implement behavior modification plans tailored to student needs

John J. Beland

SUMMARY

- Proven professional with experience in all ranks of municipal fire department operations, administration, and community relations efforts.
- Proven participant in improving the quality of life for others through civic activities and service organizations.
- Dedicated team player with high code of conduct and integrity.

AREAS OF EXPERIENCE

DEVELOPMENT

- Develop and administration of 1.8-million-dollar municipal fire department budget.
- Plan, develop, execute, and direct all phases of fire department administration and operations including but not limited to, budget development and administration, delivery of high quality emergency services in a safe, efficient and effective manner, development and enforcement of Standard Operating Guidelines, Rules & Regulations and administration of town policy, provide training and educational opportunities for 15 career personnel and 30 call company personnel.
- Pursue local, state and federal grant opportunities to enhance response capabilities through equipment purchases, training and exercise delivery.

COMMUNITY RELATIONS

- Build and maintain strong working relationships with internal/external customers, political/civic leaders.
- Leadership role to raise approximately $30,000.00 to construct the Gilford Fire-Rescue Training Facility.
- Strong ability to build working relationships with various organizations, customers, community individuals and professionals.

WORK EXPERIENCE

Partnership for Public Health
Emergency Preparedness & Response Coordinator
January 2018-Present
67 Water St. Suite 105
Laconia NH 03246

Lakes Region Mutual Fire Aid
Deputy Coordinator
October 2011-January 2018
62 Communication Drive
Laconia, New Hampshire 03246

Town of Gilford-Fire-Rescue Department
June 1983-September 2011 (Retired)
39 Cherry Valley Road
Gilford, New Hampshire 03249
Live-In Student, Career Firefighter, Lieutenant, Captain, Deputy Chief, Fire Chief

NH Fire Academy
Senior Staff Instructor
1987-Present

Lakes Region Mutual Fire Aid
Training & Education Committee
Late 1980's- 2018

NH Community College
Laconia NH
Adjunct Professor
1993 - 2012

EDUCATION

New Hampshire Technical College
Laconia, NH
A.S. Fire Protection
1981-1983

Notre Dame College
Manchester, NH
92 Credits toward B.S. Degree
in Elementary Education
1999-2001

Certified Public Manger
NH Bureau of Training & Education
Concord NH
2010 - 2011

Position Relevant Certifications:
IS-00800.b National Response Framework; ICS 402 Overview for Executives & Senior Officials; G775 EOC Management & Operations, Command & General Staff Functions for Local Incident Management Teams; IS-00703 NIMS Resource Management; IS-00700; National Incident Management System; Incident Command System-Instructor; National Fire Academy-Incident Command System; Emergency Management Institute-IS-00120.An introduction to Exercises; Homeland Security Exercise & Evaluation Program; Incident Management Symposium-Phoenix AZ
Strategic National Stockpile - Center for Domestic Preparedness, Anniston AL
L0489 Managing Spontaneous Volunteers - Homeland Security & Emergency Management

CERT, Train the Trainer; CERT Team Manager; Essentials of POD's, Train the Trainer; FEMA, Management of Volunteers

*Certificates available upon request.

PROFESSIONAL AFFILIATIONS

Certified Public Managers Association
2011 - Present

NH Fire Instructor and Officers Association
Past Director, Past President

Leadership Lakes Region
Board of Directors
2006-Present

Gilford Rotary Club
Board of Directors-Present
President 7/2018 - 6/2019

Lakes Region Partnership for Public Health
Board of Directors
2011-2014

Lakes Region St. Baldrick's-Event Organizer
Childhood Cancer Fundraiser
Gilford NH/Monrovia, CA
2004-Present

AWARDS

Gilford Fire Department Fire Officer of the Year
John T Ayers-Fire Instructor of the Year Award
NH Fire Academy Award
Proclamation-John Beland Day, City of Laconia, Lakes Region Respite Project

NH Law Enforcement/Fire Service; Firefighter of the Year
Knight of the Bald Table-St. Baldrick's Foundation, Childhood Cancer Treatment and Research
Gilford Rotary Club-Paul Harris Fellow+1

PARTNERSHIP FOR PUBLIC HEALTH, INC.

Key Personnel

FY 2019 – FY 2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Shelley Carita	Executive Director	$ 85,013	36%	$ 60,574
Marie Tule	Finance Director	$ 74,641	16%	$ 23,173
Kelleen Gaspa	Director of Behavior Health Initiatives, Asst Director	$ 63,000	97%	$ 123,475
John Beland	Emergency Preparedness & Response Manager	$ 57,500	100%	$ 119,178

Subject: Regional Public Health Network Services SS-2019-DPHS-28-REGION-07

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lamprey Health Care		1.4 Contractor Address 128 Route 27 Raymond, NH 03077	
1.5 Contractor Phone Number 603-244-7332	1.6 Account Number See Attached	1.7 Completion Date June 30, 2021	1.8 Price Limitation $707,687.
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature V.P. Board of Directors		1.12 Name and Title of Contractor Signatory FRANK GOODSPEED V.P. Board of Directors	

1.13 Acknowledgement: State of NH, County of Rockingham

On May 31, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

KATELYN SOUPHAKHOT, Notary Public
State of New Hampshire
My Commission Expires November 14, 2023

1.13.2 Name and Title of Notary or Justice of the Peace

Katelyn Souphakhot

1.14 State Agency Signature Date: 5/31/19	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/3/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 5/21/19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 5/27/15

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials
Date 5/31/19

Block 1.6 Account Number

1.6 Account Number

05-95-090-51700000-547-500394

05-95-090-51780000-103-502664

05-95-090-79640000-102-500731

05-95-090-80110000-102-500731

05-95-092-33800000-102-500731

05-95-090-75450000-102-500731

05-95-090-22390000-102-500731

05-95-092-33950000-102-500731

05-95-095-79360000-102-500731

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient), in accordance with 2 CFR 200.300.

2. Scope of Services

2.1. Lead Organization to Host a Regional Public Health Network (RPHN)

2.1.1. The Contractor shall serve as a lead organization to host a Regional Public Health Network for the Seacoast region as defined by the Department, to provide a broad range of public health services within one or more of the state's thirteen designated public health regions. The purpose of the RPHNs statewide are to coordinate a range of public health and substance misuse-related services, as described below to assure that all communities statewide are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services that include, but are not limited to:

2.1.1.1. Sustaining a regional Public Health Advisory Council (PHAC),

2.1.1.2. Planning for and responding to public health incidents and emergencies,

2.1.1.3. Preventing the misuse of substances,

2.1.1.4. Facilitating and sustaining a continuum of care to address substance use disorders,

2.1.1.5. Implementing young adult substance misuse prevention strategies,

2.1.1.6. Conducting a community-based assessment related to childhood lead poisoning prevention, and

2.1.1.7. Implementing climate and health adaptation initiatives
2.1.1.8. Ensuring contract administration and leadership.

2.2. Public Health Advisory Council

2.2.1. The Contractor shall coordinate and facilitate the regional Public Health Advisory Council (PHAC) to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

2.2.1.1. Maintain a set of operating guidelines or by-laws for the PHAC

2.2.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team with the authority to:

2.2.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

2.2.1.2.2. Address emergent public health issues as identified by regional partners and the Department and mobilize key regional stakeholders to address the issue.

2.2.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

2.2.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

2.2.1.2.5. Make recommendations within the public health region and to the state regarding funding and priorities for service delivery based on needs assessments and collection.

2.2.1.3. PHAC leadership team shall meet at least quarterly in order to:

2.2.1.3.1. Ensure meeting minutes are available to the public upon request.

2.2.1.3.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

2.2.1.4. Ensure a currently licensed health care professional will serve as a medical director for the RPHN who shall perform the following functions that are not limited to:

2.2.1.4.1. Write and issue standing orders when needed to carry out the programs and services funded through this agreement

2.2.1.4.2. Work with medical providers and the Department on behalf of the PHAC on any emergent public health issues. Participate in the Multi-Agency Coordinating Entity (MACE) during responses to public health emergencies as appropriate and based on availability.

2.2.1.5. Conduct at least biannual meetings of the PHAC.

2.2.1.6. Develop annual action plans for the services in this Agreement as advised by the PHAC.

2.2.1.7. Collect, analyze and disseminate data about the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

2.2.1.8. Maintain a current Community Health Improvement Plan (CHIP) that is aligned with the State Health Improvement Plan (SHIP) and informed by other health improvement plans developed by other community partners;

2.2.1.9. Provide leadership through guidance, technical assistance and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

2.2.1.10. Publish an annual report disseminated to the community capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities.

2.2.1.11. Maintain a website, which provides information to the public and agency partners, at a minimum, includes information about the PHAC, CHIP, SMP, CoC, YA and PHEP programs.

2.2.1.12. Conduct at least two educational and training programs annually to RPHN partners and others to advance the work of RPHN.

2.2.1.13. Educate partners and stakeholder groups on the PHAC, including elected and appointed municipal officials.

2.2.1.14. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

2.3. Public Health Emergency Preparedness

2.3.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity of partnering organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies as follows:

2.3.1.1. Ensure that all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions as follows:

2.3.1.2. Convene and coordinate a regional Public Health Emergency Preparedness (PHEP) coordinating/planning committee/workgroup to improve regional emergency response plans and the capacity of partnering entities to mitigate, prepare for, respond to and recover from public health emergencies.

2.3.1.3. Convene at least quarterly meetings of the regional PHEP committee/workgroup.

2.3.1.4. Ensure and document committee/workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA) annually.

2.3.1.5. Maintain a three-year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by CDC.

2.3.1.6. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

2.3.1.7. Submit an annual work plan based on a template provided by the Department of Health and Human Services (DHHS).

2.3.1.8. Sponsor and organize the logistics for at least two trainings annually for regional partners. Collaborate with the DHHS, Division of Public Health Services (DPHS), the Community Health Institute (CHI), NH Fire Academy, Granite State Health Care Coalition (GSHCC), and other training providers to implement these training programs.

2.3.1.9. Revise on an annual basis the Regional Public Health Emergency Anne (RPHEA) based on guidance from DHHS as follows:

2.3.1.9.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by DHHS.

2.3.1.9.2. Develop new appendices based on priorities identified by DHHS using templates provided by DHHS.

2.3.1.9.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

2.3.1.9.4. Participate in workgroups to develop or revise components of the RPHEA that are convened by DHHS or the agency contracted to provide training and technical assistance to RPHNs.

2.3.1.10. Understand the hazards and social conditions that increase vulnerability within the public health region including but not limited to cultural, socioeconomic, and demographic factors as follows:

2.3.1.10.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

2.3.1.10.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

2.3.1.11. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental,

public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health incident or emergency.

2.3.1.12. Regularly communicate with the Department's Area Agency contractor that provides developmental and acquired brain disorder services in your region.

2.3.1.13. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

2.3.1.14. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

2.3.1.15. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

2.3.1.16. Maintain the capacity to utilize WebEOC, the State's emergency management platform, during incidents or emergencies. Provide training as needed to individuals to participate in emergency management using WebEOC.

2.3.1.17. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

2.3.1.18. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

2.3.1.19. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the DHHS' SNS Coordinator to identify appropriate actions and priorities, that include, but are not limited to:

2.3.1.19.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans;

2.3.1.19.2. Annual submission of either ORR or self-assessment documentation;

2.3.1.19.3. ORR site visit as scheduled by the CDC and DHHS;

2.3.1.19.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

2.3.1.20. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies as follows:

2.3.1.20.1. Prior to purchasing new supplies or equipment, execute MOUs with agencies to store, inventory, and rotate these supplies.

2.3.1.20.2. Upload, at least annually, a complete inventory to a Health Information Management System (HIMS) identified by DHHS.

2.3.1.21. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector as follows:

2.3.1.21.1. Maintain proficiency in the volunteer management system supported by DHHS.

2.3.1.21.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy during an incident or emergency.

2.3.1.21.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

2.3.1.21.4. Conduct notification drills of volunteers at least quarterly.

2.3.1.22. As requested, participate in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

2.3.1.23. As requested by the DPHS, participate in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

2.3.1.24. As requested by DPHS, plan and implement targeted Hepatitis A vaccination clinics. Clinics should be held at locations where individuals at-risk for Hepatitis A can be accessed, according to guidance issued by DPHS.

2.4. Substance Misuse Prevention

2.4.1. The Contractor shall provide leadership and coordination to impact substance misuse and related health promotion activities by implementing, promoting and advancing evidence-based primary prevention approaches, programs, policies, and services as follows:

2.4.1.1. Reduce substance use disorder (SUD) risk factors and strengthen protective factors known to impact behaviors.

2.4.1.2. Maintain a substance misuse prevention SMP leadership team consisting of regional representatives with a special expertise in substance misuse prevention that can help guide/provide awareness and advance substance misuse prevention efforts in the region.

2.4.1.3. Implement the strategic prevention model in accordance with the SAMHSA Strategic Prevention Framework that includes: assessment, capacity development, planning, implementation and evaluation.

2.4.1.4. Implement evidenced-informed approaches, programs, policies and services that adhere to evidence-based guidelines, in accordance with the Department's guidance on what is evidenced informed.

2.4.1.5. Maintain, revise, and publicly promote data driven regional substance misuse prevention 3-year Strategic Plan that aligns with the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan, and the State Health Improvement Plan).

2.4.1.6. Develop an annual work plan that guides actions and includes outcome-based logic models that demonstrates short, intermediate and long term measures in alignment the 3-year Strategic Plan, subject to Department's approval.

2.4.1.7. Advance and promote and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective and indicated by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families and communities.

2.4.1.8. Produce and disseminate an annual report that demonstrates past year successes, challenges, outcomes and projected goals for the subsequent year.

2.4.1.9. Comply with federal block grant requirements for substance misuse prevention strategies and collection and reporting of data as outlined in the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

2.4.1.10. Ensure substance misuse prevention is represented at PHAC meetings and with an exchange of bi-directional information to advance efforts of substance misuse prevention initiatives.

2.4.1.11. Assist, at the direction of BDAS, SMP staff with the Federal Block Grant Comprehensive Synar activities that consist of, but are not limited to, merchant and community education efforts, youth involvement, and policy and advocacy efforts.

2.5. Continuum of Care

2.5.1. The Contractor shall provide leadership and/or support for activities that assist in the development of a robust continuum of care (CoC) utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC) as follows:

2.5.1.1. Engage regional partners (Prevention, Intervention, Treatment, Recovery Support Services, primary health care, behavioral health care and other interested and/or affected parties) in ongoing update of regional assets and gaps, and regional CoC plan development and implementation.

2.5.1.2. Work toward, and adapt as necessary and indicated, the priorities and actions identified in the regional CoC development plan.

2.5.1.3. Facilitate and/or provide support for initiatives that result in increased awareness of and access to services, increased communication and collaboration among providers, and increases in capacity and delivery of services.

2.5.1.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan and service capacity increase activities.

2.5.1.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work such as Integrated Delivery Networks.

2.5.1.6. Work with the statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek help (health, education, safety, government, business, and others) in every community in the region.

2.5.1.7. Engage regional stakeholders to assist with information dissemination.

2.6. Young Adult Substance Misuse Prevention Strategies

2.6.1. The Contractor shall provide evidence-informed services and/or programs for young adults, ages 18 to 25 in high-risk high-need communities within their region which are both appropriate and culturally relevant to the targeted population as follows:

2.6.1.1. Ensure evidenced-informed substance misuse prevention strategies are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse.

2.6.1.2. Ensure evidenced-Informed Program, Practices or Policies meet one or more of the following criteria:

2.6.1.2.1. Evidenced-Based-Programs, policies, practices that are endorsed as evidenced-based have demonstrated a commitment to refining program

protocols and process, and a high-quality, systematic evaluation documenting short-term and intermediate outcomes which are listed on the National Registry of Evidenced-Based Programs and Practices (NREPP) published by the Federal Substance Abuse Mental Health Abuse Mental Health Services Authority (SAMHSA) or a similar published list (USDOE);

2.6.1.2.2. Those programs, policies, and practices that have been published in a peer review journal or similar peer review literature;

2.6.1.2.3. Practices that are programs that are endorsed as a promising practice that have demonstrated readiness to conduct a high quality, systematic evaluation. The evaluation includes the collection and reporting of data to determine the effectiveness on indicators highly correlated with reducing or preventing substance misuse. Promising practices are typically those that have been endorsed as such by a State's Expert Panel or Evidenced-Based Workgroup; or

2.6.1.2.4. Innovative programs that must apply to the State's Expert Panel within one year and demonstrate a readiness to conduct a high quality, systematic evaluation.

2.7. Childhood Lead Poisoning Prevention Community Assessment

2.7.1. The Contractor shall participate in a statewide meeting, hosted by the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP), to review data and other information specific to the burden of lead poisoning within the region as follows:

2.7.1.1. Partner with the HHLPPP to identify and invite a diverse group of regional partners to participate in a regional outreach and educational meeting on the burden of lead poisoning. Partners may include, but are not limited to, municipal governments (e.g. code enforcement, health officers, elected officials) school administrators, school boards, hospitals, health care

providers, U.S. Housing and Urban Department lead hazard control grantees, public housing officials, Women, Infant and Children programs, Head Start and Early Head Start programs, child educators, home visitors, legal aid, and child advocates.

2.7.1.2. Collaborate with partners from within the region to identify strategies to reduce the burden of lead poisoning in the region. Strategies may include, but are not limited to, modifying the building permit process, implementing the Environmental Protection Agency's Renovate, Repair and Paint lead safe work practice training into the curriculum of the local school district's Career and Technical Center, identify funding sources to remove lead hazards from pre-1978 housing in the community, increase blood lead testing rates for one and two year old children in local health care practices, and/or implement pro-active inspections of rental housing and licensed child care facilities.

2.7.1.3. Prepare and submit a brief proposal to the HHLPPP identifying strategy(s) to reduce the burden of lead poisoning, outlining action steps and funding necessary to achieve success with the strategy over a one-year period.

2.8. Climate and Health Adaptation

2.8.1. Participate in up to two (2) half-day trainings provided by the Department in Concord, New Hampshire regarding how to design, implement, and evaluate an Evidence-Based Public Health (EBPH) intervention according to the framework for Building Resilience Against Climate Effects (BRACE).

2.8.2. Collaborate with the Department on the development of the evidence-based intervention that establishes measurable objectives and evaluates change or improvements over time.

2.8.3. Implement a minimum of one (1) EBPH intervention designed to address the priority weather hazard and/or health impact identified in the planning phase in order to improve public health at the population level.

2.8.4. Complete the intervention and demonstrate that its strategies have resulted in a change in health behaviors or health outcomes.

2.8.5. Write a report estimated at ten to fifteen (10-15) pages in length on the intervention methods, results, and evaluation of success.

2.9. Contract Administration and Leadership

2.9.1. The Contactor shall introduce and orient all funded staff to the work of all the activities conducted under the contract as follows.

2.9.1.1. Ensure detailed work plans are submitted annually for each of the funded services based on templates provided by the DHHS.

2.9.1.2. Ensure all staff have the appropriate training, education, experience, skills, and ability to fulfill the requirements of the positions they hold and provide training, technical assistance or education as needed to support staff in areas of deficit in knowledge and/or skills.

2.9.1.3. Ensure communication and coordination when appropriate among all staff funded under this contract.

2.9.1.4. Ensure ongoing progress is made to successfully complete annual work plans and outcomes achieved.

2.9.1.5. Ensure financial management systems are in place with the capacity to manage and report on multiple sources of state and federal funds, including work done by subcontractors.

3. Training and Technical Assistance Requirements

3.1. The Contractor shall participate in training and technical assistance as follows:

3.1.1. Public Health Advisory Council

3.1.1.1. Attend semi-annual meetings of PHAC leadership convened by DPHS/BDAS.

3.1.1.2. Complete a technical assistance needs assessment.

3.1.2. Public Health Emergency Preparedness

3.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by DPHS/ESU. Complete a technical assistance needs assessment.

3.1.2.2. Attend up to two trainings per year offered by DPHS/ESU or the agency contracted by the DPHS to provide training programs.

3.1.3. Substance Misuse Prevention

3.1.3.1. SMP coordinator shall attend community of practice meetings/activities.

3.1.3.2. At DHHS' request engage with ongoing technical assistance to ensure the RPHN workforce is knowledge, skilled and has the ability to carry out all scopes of work (e.g. using data to inform plans and evaluate outcomes, using appropriate measures and tools, etc.)

3.1.3.3. Attend all bi-monthly meetings of SMP coordinators.

3.1.3.4. Participate with DHHS technical assistance provider on interpreting the results of the Regional SMP Stakeholder Survey.

3.1.3.5. Attend additional meetings, conference calls and webinars as required by DHHS.

3.1.3.6. SMP lead staff must be credentialed within one year of hire as Certified Prevention Specialist to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board. (http://nhpreventcert.org/).

3.1.3.7. SMP staff lead must attend required training, Substance Abuse Prevention Skills Training (SAPST). This training is offered either locally or in New England one (1) to two (2) times annually.

3.1.4. Continuum of Care

3.1.4.1. Be familiar with the evidence-based Strategic Planning Model (includes five steps: Assessment, Capacity, Planning, Implementation, and Development), RROSC and NH DHHS CoC systems development and the "No Wrong Door" approach to systems integration.

3.1.4.2. Attend quarterly CoC Facilitator meetings.

3.1.4.3. Participate in the CoC learning opportunities as they become available to:

3.1.4.3.1. Receive information on emerging initiatives and opportunities;

3.1.4.3.2. Discuss best ways to integrate new information and initiatives;

3.1.4.3.3. Exchange information on CoC development work and techniques;

3.1.4.3.4. Assist in the refinement of measures for regional CoC development;

3.1.4.3.5. Obtain other information as indicated by BDAS or requested by CoC Facilitators.

3.1.4.4. Participate in one-on-one information and/or guidance sessions with BDAS and/or the entity contracted by the department to provide training and technical assistance.

3.1.5. Young Adult Strategies

3.1.5.1. Ensure all young adult prevention program staff receive appropriate training in their selected evidenced-informed program by an individual authorized by the program developer.

3.1.5.2. Participate in ongoing technical assistance, consultation, and targeted trainings from the Department and the entity contracted by the department to provide training and technical assistance.

4. Staffing

4.1. The Contractor's staffing structure must include a contract administrator and a finance administrator to administer all scopes of work relative to this agreement. In addition, while there is staffing relative to each scope of work presented below, the administrator must ensure that across all funded positions, in addition to subject matter expertise, there is a combined level of expertise, skills and ability to understand data; use data for planning and evaluation; community engagement and collaboration; group facilitation skills; and IT skills to effectively lead regional efforts related to public health planning and service delivery. The funded staff must function as a team, with complementary skills and abilities across these foundational areas of expertise to function as an organization to lead the RPHN's efforts.

4.2. The Contractor shall hire or subcontract and provide support for a designated project lead for each of the following four (4) scopes of work: PHEP, SMP, CoC Facilitator, and Young Adult Strategies. DHHS Recognizes that this agreement provides funding for multiple positions across the multiple program areas, which may result in some individual staff positions having responsibilities across several program areas, including, but not limited to, supervising other staff. A portion of the funds assigned to each program area may be used for technical and/or administrative support personnel. See Table 1 – Minimum for technical and/or administrative support personnel. See Table 1 – Minimum Staffing Requirements.

4.3. Table 1 – Minimum Staffing Requirements

Position Name	Minimum Required Staff Positions
Public Health Advisory Council	No minimum FTE requirement
Substance Misuse Prevention Coordinator	Designated Lead
Continuum of Care Facilitator	Designated Lead
Public Health Emergency Preparedness Coordinator	Designated Lead
Young Adult Strategies (optional)	Designated Lead

5. Reporting

5.1. The Contractor shall:

5.1.1. Participate in Site Visits as follows:

5.1.1.1. Participate in an annual site visit conducted by DPHS/BDAS that includes all funded staff, the contract administrator and financial manager.

5.1.1.2. Participate in site visits and technical assistance specific to a single scope of work as described in the sections below.

5.1.1.3. Submit other information that may be required by federal and state funders during the contract period.

5.1.2. Provide Reports for the Public Health Advisory Council as follows:

5.1.2.1. Submit quarterly PHAC progress reports using an on-line system administered by the DPHS.

5.1.3. Provide Reports for the Public Health Preparedness as follows:

5.1.3.1. Submit quarterly PHEP progress reports using an on-line system administered by the DPHS.

5.1.3.2. Submit all documentation necessary to complete the MCM ORR review or self-assessment.

5.1.3.3. Submit semi-annual action plans for MCM ORR activities on a form provided by the DHHS.

5.1.3.4. Submit information documenting the required MCM ORR-related drills and exercises.

5.1.3.5. Submit final After Action Reports for any other drills or exercises conducted.

5.1.4. Provide Reports for Substance Misuse Prevention as follows:

5.1.4.1. Submit Quarterly SMP Leadership Team meeting agendas and minutes

5.1.4.2. 3-Year Plans must be current and posted to RPHN website, any revised plans require BDAS approval

5.1.4.3. Submission of annual work plans and annual logic models with short, intermediate and long term measures

5.1.4.4. Input of data on a monthly basis to an online database (e.g. PWITS) per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

Federal Block Grant. The data includes but is not limited to:

5.1.4.4.1. Number of individuals served or reached

5.1.4.4.2. Demographics

5.1.4.4.3. Strategies and activities per IOM by the six (6) activity types.

5.1.4.4.4. Dollar Amount and type of funds used in the implementation of strategies and/or interventions

5.1.4.4.5. Percentage evidence based strategies

5.1.4.5. Submit annual report

5.1.4.6. Provide additional reports or data as required by the Department.

5.1.4.7. Participate and administer the Regional SMP Stakeholder Survey in alternate years.

5.1.5. Provide Reports for Continuum of Care as follows:

5.1.5.1. Submit update on regional assets and gaps assessments as required.

5.1.5.2. Submit updates on regional CoC development plans as indicated.

5.1.5.3. Submit quarterly reports as indicated.

5.1.5.4. Submit year-end report as indicated.

5.1.6. Provide Reports for Young Adult Strategies as follows:

5.1.6.1. Participate in an evaluation of the program that is consistent with the federal Partnership for Success 2015 evaluation requirements. Should the evaluation consist of participant surveys, vendors must develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols. Enter the completed survey data into a database provided by the Department. Survey data shall be provided to the entity contracted by the Department to provide evaluation analysis for analysis.

5.1.6.2. Input data on a monthly basis to an online database as required by the Department. The data includes but is not limited to:

5.1.6.2.1. Number of individuals served

5.1.6.2.2. Demographics of individuals served

5.1.6.2.3. Types of strategies or interventions implemented

5.1.6.2.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions

5.1.6.3. Meet with a team authorized by the Department on a semiannual basis or as needed to conduct a site visit.

5.1.7. Provide Reports for Childhood Lead Poisoning Prevention Community Assessment as follows:

5.1.7.1. Submit a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

5.1.8. Provide Reports for Climate and Health Adaptation:

5.1.8.1. Participate in monthly one (1)-hour meetings and/or conference calls with the Department to review the budget, activities, and plan of action.

5.1.8.2. Submit quarterly progress reports within thirty (30) days following the end of each quarter, describing the fulfillment of activities conducted in order to monitor program performance. Reports must be in a format developed by the Department and include, but not be limited to:

5.1.8.2.1. Brief narrative of work performed during the prior quarter.

5.1.8.2.2. Progress towards meeting the performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the contract.
5.1.8.2.3. Documented achievements.
5.1.8.2.4. Identify barriers to providing services and provide a brief summary of how the identified barriers will be overcome in the following quarter.
5.1.8.3. Submit provide a detailed 5-10 page reports annually on the findings.

6. Performance Measures

6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the DHHS, to measure the effectiveness of the agreement as follows:

6.1.1. Public Health Advisory Council
6.1.1.1. Documented organizational structure for the PHAC (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
6.1.1.2. Documentation that the PHAC membership represents public health stakeholders and the covered populations described in section 3.1.
6.1.1.3. CHIP evaluation plan that demonstrates positive outcomes each year.
6.1.1.4. Publication of an annual report to the community.
6.1.2. Public Health Emergency Preparedness
6.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review based on prioritized recommendations from DHHS.
6.1.2.2. Response rate and percent of staff responding during staff notification, acknowledgement and assembly drills.
6.1.2.3. Percent of requests for activation met by the Multi-Agency Coordinating Entity.

6.1.2.4. Percent of requests for deployment during emergencies met by partnering agencies and volunteers.

6.1.3. Substance Misuse Prevention

6.1.3.1. As measured by the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health (NSDUH), reductions in prevalence rates for:

6.1.3.1.1. 30-day alcohol use
6.1.3.1.2. 30-day marijuana use
6.1.3.1.3. 30-day illegal drug use
6.1.3.1.4. Illicit drug use other than marijuana
6.1.3.1.5. 30-day Nonmedical use of pain relievers
6.1.3.1.6. Life time heroin use
6.1.3.1.7. Binge Drinking
6.1.3.1.8. Youth smoking prevalence rate, currently smoke cigarettes
6.1.3.1.9. Binge Drinking
6.1.3.1.10. Youth smoking prevalence rate, currently smoke cigarettes

6.1.3.2. As measured by the YRB and NSDUH increases in the perception of risk for:

6.1.3.2.1. Perception of risk from alcohol use
6.1.3.2.2. Perception of risk from marijuana use
6.1.3.2.3. Perception of risk from illegal drug use
6.1.3.2.4. Perception of risk from Nonmedical use of prescription drugs without a prescription
6.1.3.2.5. Perception of risk from binge drinking
6.1.3.2.6. Perception of risk in harming themselves physically and in other ways when they smoke one or more packs of cigarettes per day
6.1.3.2.7. Demonstrated outcomes related to Risk and Protective Factors that align with prevalence data and strategic plans.

6.1.4. Continuum of Care

6.1.4.1. Evidence of ongoing update of regional substance use services assets and gaps assessment.

6.1.4.2. Evidence of ongoing update of regional CoC development plan.

6.1.4.3. Number of partners assisting in regional information dissemination efforts.

6.1.4.4. Increase in the number of calls from community members in regional seeking help as a result of information dissemination.

6.1.4.5. Increase in the number of community members in region accessing services as a result of information dissemination.

6.1.4.6. Number of other related initiatives CoC Facilitator leads, participates in, or materially contributes to.

6.1.5. Young Adult Strategies

6.1.5.1. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.1.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.1.2. Participants will report a decrease in past 30-day non-medical prescription drug use.

6.1.5.1.3. Participants will report a decrease in past 30-day illicit drug use including illicit opioids.

6.1.5.2. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.2.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.2.2. Participants will report a decrease in negative consequences from substance misuse.

6.1.6. Childhood Lead Poisoning Prevention Community Assessment

6.1.6.1. At least one (1) representative from the RPHN attends a one-day meeting hosted by the HHLPPP to review data pertaining to the burden of lead in the region.

6.1.6.2. At least six (6) diverse partners from the region participate in an educational session on the burden of lead poisoning.

6.1.6.3. Submission of a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning

6.1.7. Climate and Health Adaptation

6.1.7.1. Submission of annual reports describing the project goals, outcomes and achievements.

6.1.7.2. Blood Lead Surveillance Quality Improvement

6.1.7.3. Submit one (1) report to the HHLPPP Identifying blood lead testing rates and variations by DHMC practice site, specialty and provider level.

6.1.7.4. Identify methodology/procedure for transferring electronic blood lead data from DHMC to the HHLPPP

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   1.1. This Agreement is funded with funds from the:

      1.1.1. Federal Funds from the US Centers for Disease Control and Prevention, Preventive Health Services, Catalog of Federal Domestic Assistance (CFDA #) 93.991, Federal Award Identification Number (FAIN) #B01OT009205.

      1.1.2. Federal Funds from the US Centers for Disease Control and Prevention, Public Health Emergency Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.069, Federal Award Identification Number (FAIN) #U90TP000535, and General Funds.

      1.1.3. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance (CFDA #) 93.959, Federal Award Identification Number (FAIN) #TI010035, and General Funds

      1.1.4. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative, Catalog of Federal Domestic Assistance (CFDA #) 93.243, Federal Award Identification Number (FAIN) #SP020796

      1.1.5. Federal Funds from the US Centers for Disease Control and Prevention, National Center for Immunization and Respiratory Diseases, Catalog of Federal Domestic Assistance (CFDA #) 93.268, Federal Award Identification Number (FAIN) #H23IP000757

      1.1.6. Federal Funds from the US Department of Health and Human Services, Public Health Hospital Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.889, Federal Award Identification Number (FAIN) #U90TP000535.

      1.1.7. Federal Funds from the US Department of Health and Human Services, Childhood Lead Poisoning Prevention and Surveillance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.197, Federal Award Identification Number (FAIN) #NUE2EH001408.

      1.1.8. Federal Funds from the US Department of Health and Human Services, Climate and Health Adaptation and Monitoring Program (CHAMP), Catalog of Federal Domestic Assistance (CFDA #) 93.070, Federal Award Identification Number (FAIN) #NUE1EH001332.

      1.1.9. And General Funds from the State of New Hampshire.

   1.2. The Contractor shall provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

1.3. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2. Program Funding

2.1. The Contractor shall be paid up to the amounts specified for each program/scope of work identified in Exhibit B-1 Program Funding.

2.2. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

2.2.1. Utilize budget forms as provided by the Department

2.2.2. Submit a budget for each program/scope of work for each state fiscal year in accordance with Exhibit B-1.

2.2.3. Collaborate with the Department to incorporate approved budgets into this agreement by Amendment.

3. Payment for said services shall be made monthly as follows:

3.1. 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 budget line items in Section 2.2 above.

3.2. The Contractor shall submit an invoice form provided by the Department no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

3.3. The Contractor shall ensure the invoices are completed, signed, dated and returned to the Department in order to initiate payments.

3.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

3.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

3.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHSContractBilling@dhhs.nh.gov

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

Exhibit B

5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

6. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Vendor Name: Lamprey Health Care, Inc.
Contract Name: Regional Public Health Network Services
Region: Seacoast

Program Name and Funding Amounts

State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse Prevention	Continuum of Care	Young Adult Substance Misue Preventioin Strategies*	Childhood Lead Poisoning Prevention Community Assessment	Climate and Health Adaptation	Hepatitis A Vaccination Clinics
2019	$ -	$ -	$ -	$ -	$ -	$ 1,200.00	$ -	$ 10,000.00
2020	$ 30,000.00	$ 104,675.00	$ 73,649.00	$ 42,500.00	$ 82,431.00	$ 1,800.00	$ 40,000.00	$ 10,000.00
2021	$ 30,000.00	$ 104,675.00	$ 73,649.00	$ 42,500.00	$ 20,608.00	$ -	$ 40,000.00	$ -

*Young Adult Strategies State Fiscal Year 2021 Funding ends September 30, 2020.

Contractor Initials:
Contractor: 6/3/19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials
Date

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

5/31/19
Date

Name:
Title: Vice Pres Board of Directors

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

5/31/19
Date

Name:
Title: Vice Pres. Board of Directors

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials

Date 5/31/19

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

5/31/19
Date

Name:
Title: Vice Pres. Board of Directors

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

5/31/19
Date

Vendor Name:

Name:
Title: VICE PRESIDENT BOARD OF DIRECTORS

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

5/31/19
Date

Name:
Title: VICE PRESIDENT OF BOARD OF DIRECTORS

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Vendor Initials

Date 5/31/15

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Lamprey Health Care
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	FRANK A. GOODSPEED
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR DPHS	VICE PRESIDENT BOARD OF DIRECTORS
Title of Authorized Representative	Title of Authorized Representative
5/31/19	5/31/19
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170,(Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor 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 Vendor 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.

Vendor Name: Lamprey Health Care

3/31/19
Date

Name:
Title: Vice Pres. Board of Directors

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 16, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66382
Certificate Number : 0004496055

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, T. Christopher Drew do hereby certify that:

1. I am a duly elected Officer of Lamprey Health Care, Inc.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on ~~May 22,~~ May 31 2019.

RESOLVED: That the President of the Board, Mark Howard, and Vice President Francis Goodspeed TCD is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 31 TCD day of May, 2019.
(Date Contract Signed)

4. T. Christopher Drew is the duly elected Secretary of the Agency.

T. Christopher Drew
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

Counties of Rockingham and Hillsborough

The forgoing instrument was acknowledged before me this 31 day of May, 2019.

By T. Christopher Drew, Secretary, Lamprey Health Care, Inc.
(Name of Elected Officer of the Agency)

Katelyn
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KATELYN SOUPHAKHOT, Notary Public
State of New Hampshire
My Commission Expires November 14, 2023

Commission Expires: _____

LAMPHEA-01 LHANNON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862
HUB International New England
100 Central Street, Suite 201
Holliston, MA 01746

CONTACT NAME: Dan Joyal
PHONE (A/C, No, Ext): (774) 233-6208 FAX (A/C, No):
E-MAIL ADDRESS: dan.joyal@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Atlantic Charter Insurance Company	44326
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lamprey Health Care, Inc.
207 South Main Street
Newmarket, NH 03857

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK1842105	07/01/2018	07/01/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1842110	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB635714	07/01/2018	07/01/2019	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA00545406	07/01/2018	07/01/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

Attn: Ms. Lisa Morris, Director
Family Planning Services
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.

- We seek to be **a leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.
- Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.
- Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.
- Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service**.

Our Vision

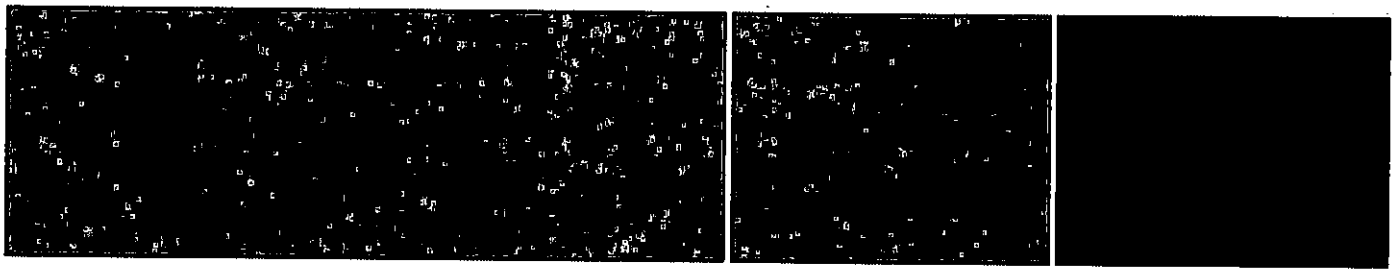
- We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.
- We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.
- We will be a **center of excellence** in service, quality and teaching.
- We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.
- We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.
- We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

- We exist to **serve the needs of our patients**.
- We value a positive **caring approach** in delivering patient services.
- We are committed to **improving the health** and total well-being of our communities.
- We are committed to **being proactive** in identifying and meeting our communities' health care needs.
- We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees**.
- We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.
- We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

Affirmed 12/19/2018

BerryDunn



LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS AND THE UNIFORM GUIDANCE

September 30, 2018 and 2017

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

Report on Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2018 and 2017, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2018 and 2017, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2018 and 2017, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. 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 consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2018 on our consideration of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.'s internal control over financial reporting and on our tests of their 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 Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.'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 Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.'s internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 19, 2018

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2018 and 2017

ASSETS

	2018	2017
Current assets		
Cash and cash equivalents	$ 1,341,015	$ 1,196,504
Patient accounts receivable, less allowance for uncollectible accounts of $254,097 in 2018 and $233,455 in 2017	1,330,670	1,071,115
Grants receivable	228,972	476,151
Other receivables	172,839	85,357
Inventory	72,219	63,579
Other current assets	139,568	160,946
Total current assets	3,285,283	3,053,652
Investment in limited liability company	22,590	20,298
Assets limited as to use	3,205,350	3,425,833
Property and equipment, net	7,584,923	7,870,894
Total assets	$14,098,146	$14,370,677

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 438,830	$ 396,284
Accrued payroll and related expenses	919,690	880,477
Deferred revenue	117,696	89,040
Current maturities of long-term debt	102,014	97,502
Total current liabilities	1,578,230	1,463,303
Long-term debt, less current maturities	2,134,337	2,243,339
Market value of interest rate swap	13,404	13,769
Total liabilities	3,725,971	3,720,411
Net assets		
Unrestricted	9,951,659	10,176,258
Temporarily restricted	420,516	474,008
Total net assets	10,372,175	10,650,266
Total liabilities and net assets	$14,098,146	$14,370,677

The accompanying notes are an integral part of these consolidated financial statements.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Operations

Years Ended September 30, 2018 and 2017

	2018	2017
Operating revenue		
Patient service revenue	$ 9,426,185	$ 8,906,722
Provision for bad debts	(354,460)	(274,770)
Net patient service revenue	9,071,725	8,631,952
Grants, contracts and contributions	5,538,925	5,262,945
Other operating revenue	769,240	877,054
Net assets released from restrictions for operations	118,447	75,190
Total operating revenue	15,498,337	14,847,141
Operating expenses		
Salaries and wages	9,941,188	9,361,791
Employee benefits	1,688,571	1,860,717
Supplies	715,862	593,252
Purchased services	1,569,327	1,526,562
Facilities	594,355	589,108
Other operating expenses	537,414	590,580
Insurance	143,338	137,232
Depreciation	459,716	444,584
Interest	96,431	117,623
Total operating expenses	15,746,202	15,221,449
Deficiency of revenue over expenses	(247,865)	(374,308)
Change in fair value of financial instrument	365	31,004
Net assets released from restrictions for capital acquisition	22,901	175,595
Decrease in unrestricted net assets	$ (224,599)	$ (167,709)

The accompanying notes are an integral part of these consolidated financial statements.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2018 and 2017

	2018	2017
Unrestricted net assets		
Deficiency of revenue over expenses	$ (247,865)	$ (374,308)
Change in fair value of financial instrument	365	31,004
Net assets released from restrictions for capital acquisition	22,901	175,595
Decrease in unrestricted net assets	(224,599)	(167,709)
Temporarily restricted net assets		
Provision for uncollectible pledges	-	(1,100)
Contributions	71,205	77,771
Grants for capital acquisition	16,651	166,366
Net assets released from restrictions for operations	(118,447)	(75,190)
Net assets released from restrictions for capital acquisition	(22,901)	(175,595)
Decrease in temporarily restricted net assets	(53,492)	(7,748)
Change in net assets	(278,091)	(175,457)
Net assets, beginning of year	10,650,266	10,825,723
Net assets, end of year	$10,372,175	$10,650,266

The accompanying notes are an integral part of these consolidated financial statements.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows

Years Ended September 30, 2018 and 2017

	2018	2017
Cash flows from operating activities		
Change in net assets	$ (278,091)	$ (175,457)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Provision for bad debts	354,460	274,770
Depreciation	459,716	444,584
Equity in earnings of limited liability company	(2,292)	(4,094)
Change in fair value of financial instrument	(365)	(31,004)
Grants for capital acquisition	(16,651)	(166,366)
Write off of uncollectible pledges	-	1,100
(Increase) decrease in the following assets:		
Patient accounts receivable	(614,015)	(267,849)
Grants receivable	247,179	(245,998)
Other receivable	(87,482)	61,277
Inventory	(8,640)	(63,579)
Other current assets	21,378	(69,874)
Increase in the following liabilities:		
Accounts payable and accrued expenses	42,546	169,240
Accrued payroll and related expenses	39,213	64,025
Deferred revenue	28,656	4,517
Net cash provided (used) by operating activities	185,612	(4,708)
Cash flows from investing activities		
Increase in designated funds	(155,880)	(591,411)
Release of designated funds	376,363	740,479
Capital acquisitions	(173,745)	(320,244)
Net cash provided (used) by investing activities	46,738	(171,176)
Cash flows from financing activities		
Grants for capital acquisition	16,651	166,366
Principal payments on long-term debt	(104,490)	(91,817)
Net cash (used) provided by financing activities	(87,839)	74,549
Net increase (decrease) in cash and cash equivalents	144,511	(101,335)
Cash and cash equivalents, beginning of year	1,196,504	1,297,839
Cash and cash equivalents, end of year	$ 1,341,015	$ 1,196,504
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 96,431	$ 117,623

The accompanying notes are an integral part of these consolidated financial statements.

Organization

Lamprey Health Care, Inc. (LHC) is a not-for-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide high quality family health, medical and behavioral health services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a not-for-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history and identifies trends for all funding sources in the aggregate. In addition, patient balances in excess of 120 days are 100% reserved. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2018	2017
Balance, beginning of year	$ 233,455	$ 278,061
Provision	354,460	274,770
Write-offs	(333,818)	(319,376)
Balance, end of year	$ 254,097	$ 233,455

The provision for bad debts increased primarily as a result of the regulatory environment related to challenges with credentialing of providers and timely filing limits.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the medical home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $22,590 and $20,298 at September 30, 2018 and 2017, respectively.

Assets Limited as To Use

Assets limited as to use include assets set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, assets designated by the board of directors for specific projects or purposes and donor-restricted contributions.

Property and Equipment

Property and equipment acquisitions are recorded at cost, less accumulated depreciation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Grants restricted for capital acquisition which were received prior to 2000 are released from restriction over the life of the related acquired assets, matching depreciation expense.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

LHC, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. LHC contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of LHC and bills Medicare and commercial insurances on behalf of LHC. Reimbursement received by the pharmacies is remitted to LHC net of dispensing and administrative fees. Revenue generated from the program is included in patient service revenue net of third party allowances. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides discounts to patients who meet certain criteria under its sliding fee discount program. Because the Organization does not pursue collection of amounts determined to qualify for the sliding fee discount, they are not reported as patient service revenue.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions."

Functional Expenses

The Organization provides health care and wrap around services, including translation and care management, to residents of the greater Newmarket, Raymond, and Nashua, New Hampshire communities. Expenses related to providing these services are classified by their general nature as follows:

	2018	2017
Program services	$ 13,407,871	$ 12,484,460
Administrative and general	2,338,331	2,736,989
Total	$ 15,746,202	$ 15,221,449

Deficiency of Revenue Over Expenses

The consolidated statements of operations reflect the deficiency of revenue over expenses. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap that qualifies for hedge accounting.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 19, 2018, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Assets Limited as to Use

Assets limited as to use are composed of cash and cash equivalents and consist of the following:

	2018	2017
United States Department of Agriculture, Rural Development (Rural Development) loan agreements	$ 142,092	$ 142,587
Designated by the governing board	2,752,113	2,924,858
Donor restricted, temporarily	311,145	358,388
Total	$ 3,205,350	$ 3,425,833

3. Property and Equipment

Property and equipment consists of the following:

	2018	2017
Land and improvements	$ 1,154,753	$ 1,146,784
Building and improvements	10,943,714	10,829,267
Furniture, fixtures and equipment	1,723,627	1,685,929
Total cost	13,822,094	13,661,980
Less accumulated depreciation	(6,237,171)	(5,791,086)
Property and equipment, net	$ 7,584,923	$ 7,870,894

The Organization has made renovations to certain buildings with federal grant funding. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property components acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

4. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 2019, with an interest rate of 4.25%. The line of credit is collateralized by all business assets. There was no outstanding balance at September 30, 2018 and 2017.

5. Long-Term Debt

Long-term debt consists of the following:

	2018	2017
Promissory note payable to local bank; see terms outlined below.	$ 875,506	$ 894,652
5.375% promissory note payable to Rural Development, paid in monthly installments of $4,949, which includes interest, through June 2026. The note is collateralized by all tangible property owned by the Organization.	371,976	413,615
4.75% promissory note payable to Rural Development, paid in monthly installments of $1,892, which includes interest, through November 2033. The note is collateralized by all tangible property owned by the Organization.	242,438	255,108
4.375% promissory note payable to Rural Development, paid in monthly installments of $5,000, which includes interest, through December 2036. The note is collateralized by all tangible property owned by the Organization.	746,431	777,466
Total long-term debt	2,236,351	2,340,841
Less current maturities	102,014	97,502
Long-term debt, less current maturities	$ 2,134,337	$ 2,243,339

The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with monthly principal payments of $1,345 plus interest at 85% of the one-month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of $13,404 and $13,769 at September 30, 2018 and 2017, respectively.

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at September 30, 2018.

Maturities of long-term debt for the next five years are as follows:

2019	$ 102,014
2020	107,082
2021	112,402
2022	895,426
2023	97,595
Thereafter	921,832
Total	$ 2,236,351

6. Temporarily Restricted Net Assets

Temporarily restricted net assets consisted of the following:

	2018	2017
Temporarily restricted for:		
Capital improvements	$ 340,806	$ 347,056
Community programs	54,643	89,209
Substance abuse prevention	25,067	37,743
Total	$ 420,516	$ 474,008

The composition of assets comprising temporarily restricted net assets at September 30, 2018 and 2017 is as follows:

	2018	2017
Assets limited as to use	$ 311,145	$ 358,388
Property and equipment	109,371	115,620
Total	$ 420,516	$ 474,008

7. Patient Service Revenue

Patient service revenue follows:

	2018	2017
Gross charges	**$13,683,357**	$12,752,924
340B contract pharmacy revenue	**1,327,156**	1,198,264
Total gross revenue	**15,010,513**	13,951,188
Contractual adjustments	**(4,534,268)**	(4,005,181)
Sliding fee discounts	**(1,030,666)**	(1,020,240)
Other discounts	**(19,394)**	(19,045)
Total patient service revenue	**$ 9,426,185**	$ 8,906,722

Revenue from the Medicaid and Medicare programs accounted for approximately 27% and 17%, respectively, of the Organization's gross patient service revenue for the year ended September 30, 2018 and 28% and 16%, respectively, for the year ended September 30, 2017. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2017.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing the care to patients who qualify under the sliding fee discount policy by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross charges forgone under the sliding fee discount policy. The estimated cost amounted to approximately $1,041,596 and $1,096,647 for the years ended September 30, 2018 and 2017, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $157,605 and $326,988 for the years ended September 30, 2018 and 2017, respectively. The Organization's Board of Directors voted to suspend the employer contributions to the plan in April 2018 and resume contributions in January 2019 subsequent to the adoption of revisions to the employer contribution component of the plan documents.

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have strong credit ratings and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at September 30:

	2018	2017
Medicare	18 %	18 %
Medicaid	14 %	15 %
Anthem Blue Cross Blue Shield	13 %	14 %
Other payers, including self pay	55 %	53 %
	100 %	100 %

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2018 and 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 76% and 77%, respectively, of grants, contracts and contributions.

10. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

SUPPLEMENTARY INFORMATION

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2018

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Current assets			
Cash and cash equivalents	$ 656,379	$ 684,636	$ 1,341,015
Patient accounts receivable, net	1,330,670	-	1,330,670
Grants receivable	228,972	-	228,972
Other receivables	172,839	-	172,839
Inventory	72,219	-	72,219
Other current assets	139,568	-	139,568
Total current assets	2,600,647	684,636	3,285,283
Investment in limited liability company	22,590	-	22,590
Assets limited as to use	2,920,876	284,474	3,205,350
Property and equipment, net	5,585,290	1,999,633	7,584,923
Total assets	$11,129,403	$ 2,968,743	$ 14,098,146

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 438,830	$ -	$ 438,830
Accrued payroll and related expenses	919,690	-	919,690
Deferred revenue	117,696	-	117,696
Current maturities of long-term debt	63,027	38,987	102,014
Total current liabilities	1,539,243	38,987	1,578,230
Long-term debt, less current maturities	1,184,455	949,882	2,134,337
Market value of interest rate swap	13,404	-	13,404
Total liabilities	2,737,102	988,869	3,725,971
Net assets			
Unrestricted	7,971,785	1,979,874	9,951,659
Temporarily restricted	420,516	-	420,516
Total net assets	8,392,301	1,979,874	10,372,175
Total liabilities and net assets	$11,129,403	$ 2,968,743	$ 14,098,146

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2017

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Current assets			
Cash and cash equivalents	$ 543,845	$ 652,659	$ 1,196,504
Patient accounts receivable, net	1,071,115	-	1,071,115
Grants receivable	476,151	-	476,151
Other receivables	85,357	-	85,357
Inventory	63,579	-	63,579
Other current assets	160,946	-	160,946
Total current assets	2,400,993	652,659	3,053,652
Investment in limited liability company	20,298	-	20,298
Assets limited as to use	3,141,359	284,474	3,425,833
Property and equipment, net	5,869,762	2,001,132	7,870,894
Total assets	$11,432,412	$ 2,938,265	$ 14,370,677

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 393,269	$ 3,015	$ 396,284
Accrued payroll and related expenses	880,477	-	880,477
Deferred revenue	89,040	-	89,040
Current maturities of long-term debt	60,169	37,333	97,502
Total current liabilities	1,422,955	40,348	1,463,303
Long-term debt, less current maturities	1,248,098	995,241	2,243,339
Market value of interest rate swap	13,769	-	13,769
Total liabilities	2,684,822	1,035,589	3,720,411
Net assets			
Unrestricted	8,273,582	1,902,676	10,176,258
Temporarily restricted	474,008	-	474,008
Total net assets	8,747,590	1,902,676	10,650,266
Total liabilities and net assets	$11,432,412	$ 2,938,265	$ 14,370,677

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2018

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2018 Consolidated
Operating revenue-				
Patient service revenue	$ 9,426,185	$ -	$ -	$ 9,426,185
Provision for bad debts	(354,460)	-	-	(354,460)
Net patient service revenue	9,071,725	-	-	9,071,725
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,538,925	-	-	5,538,925
Other operating revenue	769,148	92	-	769,240
Net assets released from restrictions for operations	118,447	-	-	118,447
Total operating revenue	15,498,245	228,008	(227,916)	15,498,337
Operating expenses				
Salaries and wages	9,941,188	-	-	9,941,188
Employee benefits	1,688,571	-	-	1,688,571
Supplies	715,784	78	-	715,862
Purchased services	1,569,171	156	-	1,569,327
Facilities	816,102	6,169	(227,916)	594,355
Other operating expenses	535,414	2,000	-	537,414
Insurance	143,338	-	-	143,338
Depreciation	353,293	106,423	-	459,716
Interest expense	60,447	35,984	-	96,431
Total operating expenses	15,823,308	150,810	(227,916)	15,746,202
(Deficiency) excess of revenue over expenses	(325,063)	77,198	-	(247,865)
Change in fair value of financial instrument	365	-	-	365
Net assets released from restrictions for capital acquisition	22,901	-	-	22,901
(Decrease) increase in unrestricted net assets	$ (301,797)	$ 77,198	$ -	$ (224,599)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2017

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2017 Consolidated
Operating revenue				
Patient service revenue	$ 8,906,722	$ -	$ -	$ 8,906,722
Provision for bad debts	(274,770)	-	-	(274,770)
Net patient service revenue	8,631,952	-	-	8,631,952
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,262,945	-	-	5,262,945
Other operating revenue	876,963	91	-	877,054
Net assets released from restrictions for operations	75,190	-	-	75,190
Total operating revenue	14,847,050	228,007	(227,916)	14,847,141
Operating expenses				
Salaries and wages	9,361,791	-	-	9,361,791
Employee benefits	1,860,717	-	-	1,860,717
Supplies	593,070	182	-	593,252
Purchased services	1,526,457	105	-	1,526,562
Facilities	803,891	13,133	(227,916)	589,108
Other operating expenses	586,192	4,388	-	590,580
Insurance	137,232	-	-	137,232
Depreciation	346,833	97,751	-	444,584
Interest	67,608	50,015	-	117,623
Total operating expenses	15,283,791	165,574	(227,916)	15,221,449
(Deficiency) excess of revenue over expenses	(436,741)	62,433	-	(374,308)
Change in fair value of financial instrument	31,004	-	-	31,004
Net assets released from restrictions for capital acquisition	175,595	-	-	175,595
(Decrease) increase in unrestricted net assets	$ (230,142)	$ 62,433	$ -	$ (167,709)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2018

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Unrestricted net assets			
(Deficiency) excess of revenue over expenses	(325,063)	77,198	(247,865)
Change in fair value of financial instrument	365	-	365
Net assets released from restrictions for capital acquisition	22,901	-	22,901
(Decrease) increase in unrestricted net assets	(301,797)	77,198	(224,599)
Temporarily restricted net assets			
Contributions	71,205	-	71,205
Grants for capital acquisition	16,651	-	16,651
Net assets released from restrictions for operations	(118,447)	-	(118,447)
Net assets released from restrictions for capital acquisition	(22,901)	-	(22,901)
Decrease in temporarily restricted net assets	(53,492)	-	(53,492)
Change in net assets	(355,289)	77,198	(278,091)
Net assets, beginning of year	8,747,590	1,902,676	10,650,266
Net assets, end of year	$ 8,392,301	$ 1,979,874	$ 10,372,175

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2017

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Unrestricted net assets			
(Deficiency) excess of revenue over expenses	$ (436,741)	$ 62,433	$ (374,308)
Change in fair value of financial instrument	31,004	-	31,004
Net assets released from restrictions for capital acquisition	175,595	-	175,595
(Decrease) increase in unrestricted net assets	(230,142)	62,433	(167,709)
Temporarily restricted net assets			
Provision for uncollectible pledges	(1,100)	-	(1,100)
Contributions	77,771	-	77,771
Grants for capital acquisition	166,366	-	166,366
Net assets released from restrictions for operations	(75,190)	-	(75,190)
Net assets released from restrictions for capital acquisition	(175,595)	-	(175,595)
Decrease in temporarily restricted net assets	(7,748)	-	(7,748)
Change in net assets	(237,890)	62,433	(175,457)
Net assets, beginning of year	8,985,480	1,840,243	10,825,723
Net assets, end of year	$ 8,747,590	$ 1,902,676	$ 10,650,266

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Schedule of Expenditures of Federal Awards

Year Ended September 30, 2018

Federal Grant/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Contract Number	Total Federal Expenditures
United States Department of Health and Human Services			
Direct			
Health Centers Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		$ 1,037,934
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		2,444,721
Total Health Centers Cluster			3,482,655
Pass-Through			
State of New Hampshire Department of Health and Human Services			
Special Programs for the Aging Title III, Part D Disease Prevention and Health Promotion Services	93.043	010-048-8917-102-500731	42,261
Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers	93.044	512-500352	14,995
Public Health Emergency Preparedness	93.069	010-090-7545-102-500731	20,045
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	010-090-7545-102-500731	30,999
Dartmouth College			
Area Health Education Centers Point of Service Maintenance and Enhancement Awards	93.107	6125R989	77,248
State of New Hampshire Department of Health and Human Services			
Family Planning Services	93.217	010-090-55300000-500731	140,564
State of New Hampshire Department of Health and Human Services			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	010-092-3395-102-500731	82,857
Dartmouth College			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	R831	37,325
Total CFDA 93.243			120,182
Dartmouth College			
Public Health Training Centers Program	93.249	1383	14,880
State of New Hampshire Department of Health and Human Services			
Temporary Assistance for Needy Families	93.558	010-045-61460000-500731	15,543
Temporary Assistance for Needy Families	93.558	010-045-61460000-500891	5,182
Total CFDA 93.558			20,725
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	010-090-4527-102-500731	7,654
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	010-090-5362-102-500731	12,186
Total CFDA 93.758			19,840
Block Grants for Prevention and Treatment of Substance Abuse	93.959	010-092-3380-102-500731	102,015
Block Grants for Prevention and Treatment of Substance Abuse	93.959	010-092-3384-102-500731	21,314
Total CFDA 93.959			123,329
Maternal and Child Health Services Block Grant to the States	93.994	010-090-51900000-500731	134,605
Total Federal Awards, All Programs			$ 4,242,328

The accompanying notes are an integral part of this schedule.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Schedule of Expenditures of Federal Awards

Year Ended September 30, 2018

1. Basis of Presentation

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. (the Organization). The information in this Schedule is presented in accordance with the 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). 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 Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. have elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

BerryDunn

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
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

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 consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. (the Organization), which comprise the consolidated balance sheet as of September 30, 2018, and the related consolidated statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 19, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated 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 combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's consolidated 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 may exist that have not been identified.

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated 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 determination of financial statement amounts. 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 19, 2018

BerryDunn

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

Report on Compliance for the Major Federal Program

We have audited Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.'s (the Organization) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended September 30, 2018. 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.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Organization's major federal program based on our audit of the types of compliance requirements referred to above. 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). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on the Major Federal Program

In our opinion, Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2018.

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's 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 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.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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 19, 2018

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Schedule of Findings and Questioned Costs

Year Ended September 30, 2018

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:

CFDA Number	Name of Federal Program or Cluster
	Health Centers Cluster

Dollar threshold used to distinguish between Type A and Type B programs:		$750,000		
Auditee qualified as low-risk auditee?	☑	Yes	☐	No

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Schedule of Findings and Questioned Costs (Concluded)

Year Ended September 30, 2018

2. Financial Statement Findings

None

3. Federal Award Findings and Questioned Costs

None

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2018-2019 Board of Directors

Mark E. Howard, Esq. (Chair/President)
3857
Term Ends 2020
Serving 5 years

Frank Goodspeed (Vice President)

Term Ends 2020
Serving 5 years

Arvind Ranade, (Treasurer)
2
Term Ends 2021
Serving 3 years

Thomas "Chris" Drew (Secretary)

Term Ends 2019
Serving 20 years

Audrey Ashton-Savage (Immediate Past Chair/President)
7
Term Ends 2021
Serving 28 years

Elizabeth Crepeau
7
Term ends 2021
Serving 12 years

Landon Gamble, DDS

Term Ends 2020
Serving 1 year

Robert Gilbert
3
Term Ends 2020
Serving 1 year

Raymond Goodman, III

Term ends 2021
Serving 6 years

Amanda Pears Kelly

Term Ends 2020
Serving 5 years

Carol LaCross
4
Term Ends 2021
Serving 30 years

Lara Rice
2
Term Ends 2020
Serving 1 year

Wilberto Torres
3
Term Ends 2019
Serving 1 year

Laura Valencia

Term Ends 2021
Serving 3 months

Robert S. Woodward

Term Ends 2019
Serving 2 years

Home: **Gregory A. White, CPA** Work:

Summary

Senior Level Executive with extensive hands-on experience in management, business leadership, and working with boards, banks and other external stake holders. A CPA with an established record of success in Community Health Center management. Strong in budgets, cash forecasts, grants, and team leadership.

Professional Experience

Lamprey Health Care – Newmarket, NH **2013 to present**

Chief Executive Officer

- Responsible for the leadership, operation and overall strategic direction of New Hampshire's largest Federally Qualified Health Center.
- Ensuring continuity and high quality primary medical care in three sites, both urban rural, serving over 16,000 patients in 40 communities.
- Leading a high performing senior management team in the direction of over 150 staff and providers.
- Engaging with leaders and stakeholders at the local, state and national levels to ensure that Lamprey is at the forefront of innovative, high quality health care delivery.

Lowell Community Health Center – Lowell, MA **2009 to 2013**

Chief Financial Officer

- Responsible for the integrity of financial information and systems for this Federally Qualified Health Center, employing 315 staff and providing over 120,000 visits annually. Upgraded financial and administrative infrastructure to meet requirements during a time of rapid expansion.
- Lead the financing and budget development for a $42 million capital facility project to include: traditional debt, multiple tax credit sources, federal grants, loan guarantees, and private funds.
- Directed key projects for: 340(b) pharmacy implementation; 403(b) tax deferred savings plan; multiple federal stimulus grants; and revised operating budget development.
- Representative to the Lowell General PHO for managed care contract negotiation
- Recruited and managed a team of five directors to oversee and manage four support and one programmatic department.

Manchester Community Health Center – Manchester, NH **1998 to 2009**

Chief Financial Officer

- Recruited by the CEO to bring structure and process to the functional areas of the Center's financial operations. Provided direction and oversight to key business areas; General Administration, Patient Registration, Human Resources, FTCA/Legal and Medical Records.
- Responsible for the development of key programs, Corporate Compliance, HIPAA, selection of a new practice management system. Supported Joint Commission accreditation and the implementation of an electronic medical record system.

- Led the development of financing for the Center's new facility.

Greater Lawrence Family Health Center – Lawrence, MA **1993 to 1998**

Controller **1997 to 1998**

Accounting Manager **1995 to 1997**

Senior Accountant/Analyst **1993 to 1995**

- Progressively responsible for all day to day financial operations of a Federally Qualified Health Center, including: Accounts Payable, Payroll, General Ledger, Cash Management, Cost Reporting, Patient Accounts, and Financial Reporting. Presented budgets, analysis, projections and periodic reporting to the Board of Directors.
- Key leader for projects involving: selection of new financial accounting software; selection of new practice management system; provider productivity measurement and analysis and group purchasing. Oversaw budget of $5 million construction project.
- Developed reimbursement model for an innovative Family Practice Residency program.

Alexander, Aronson, Finning & Co., CPA's – Westborough, MA **1990 to 1993**

Staff Accountant/Auditor

University of New Hampshire – Peter Paul School of Business and Economics **2014 to present**

Adjunct Faculty Instructor

Education & Professional Affiliations

Babson College, Wellesley, MA

BS, Accounting - 1990

Commonwealth of Massachusetts

Certified Public Accountant- 1996

Healthcare Financial Management Association

Certified Healthcare Financial Professional - 2008

National Association of CHC's

Excel Leadership Program – 2003

CEO Institute - 2016

National Registry of Emergency Medical Technicians

EMT - N.H. license number 18991-1

Boards, Advisory & Volunteer Experience

Massachusetts League of Community Health Centers – Special Finance Committee

Home: **Gregory A. White, CPA** Work:

NH Health Access Network – Administrative & Training Committee
Community Health Access Network – Board of Directors
Bi-State Primary Care Association – Board of Directors. Treasurer 2017
Primary Health Care Partners, LLC – Board of Management
The Way Home – Manchester, NH - Board of Trustees – Treasurer
Manchester Sustainable Access Project – Data Sub-group

Kaley Foundation – Allocation Committee
Milford Ambulance Service – Volunteer EMT, Staff Officer, Treasurer, Building Advisory Committee
Milford Historical Society –Treasurer
Milford Educational Foundation – Treasurer
Heritage United Way – Manchester – Community Investment Committee
Milford Community Athletic Association - Coach
Lasell College – Co-Resident Director

Paula K. Smith, MBA, EdD

EDUCATION

Rivier University, Nashua NH
Doctoral Program in Education, Leadership and Learning, May 2018

American Evaluation Association/Centers for Disease Control, Summer Institute, June 2012

The Dartmouth Institute of Health Policy and Clinical Practice, Coach the Coach: The Art of Coaching and Improving Quality, Microsystems Process Improvement Training, 2009

American Society of Training & Development, Professional Trainer Certificate Program, Concord, NH, 2002.

Cultural Competency; Training of Trainers Program, CCHCP Training Institute, Seattle, WA,2000

University of Massachusetts, Boston, Harbor Campus, Boston, MA 02125
Masters in Business Administration, 1991

Boston University School of Public Health, Boston, MA
Negotiation and Conflict Resolution for Health Care Management
(Training Program), 1991

University of New Hampshire, Durham, NH
Bachelor of Science, Health Administration and Planning, 1985

PROFESSIONAL EXPERIENCE

February 1998 Present — **Director, Southern New Hampshire Area Health Education Center (AHEC)**
Lamprey Health Care, Raymond, NH

- Coordinates, plans and supervises the establishment and operation of a new AHEC center and programs designed to increase access to quality health care in southern NH.
- Partners with community-based providers and academic institutions to improve the supply and distribution of primary health care professionals and facilitates student placements in the community with an emphasis on medically underserved areas.
- Provides training opportunities for residents, nurse practitioners, social worker, physician assistant, nursing and medical students, as well as practicing providers.
- Develops and coordinates health care awareness programs for high school students with a focus on minority and disadvantaged populations.
- Coaches health center microteams in quality improvement initiatives.
- Oversees implementation of "Better Choices, Better Health" Chronic Disease Self-Management Program, including marketing, reporting, recruitment and management of leaders, and coordination of NH CDSMP Network, a learning community of leaders.

October 1995 to February 1998 — **Regional Services Coordinator**
New England Community Health Center Association, Woburn, MA

- Provided technical assistance, policy analysis, and other membership services to state primary care associations in New England and the community health centers they serve;
- Coordinated educational sessions for primary care clinicians and administrators on a variety of health care topics; assisted in developing program for two community health conferences a year, as well as one-day programs;
- Acted as liaison for members of MIS/Fiscal Directors and other regional committees;
- Wrote grants, including concept development, implementation plans and budget, for government and foundation proposals;
- Designed survey instruments, analyzed data, and wrote reports for region-wide surveys of community health centers, including compensation survey, needs assessment for locum tenens, survey on management information systems, and survey on productivity and staffing ratios;
- Acted as Project Director of Phase III of the Mammography Access Project;
- Wrote and distributed quarterly newsletter to health centers and public health organizations throughout New England.

February 1992 to October 1995 — **Program Director, Department of Medical Security, Boston, MA**

- Managed the Labor Shortage Initiative, a $23 million state-wide program providing education and training opportunities in health care occupations; oversaw the allocation of funds to participating hospitals, colleges and universities, and community organizations; supervised the development of contracts; monitored program achievements.

- Developed, implemented, and managed the *Children's Medical Security Plan*, a health insurance program for uninsured children under the age of 13; negotiated and monitored contracts totaling nearly $12 million with participating insurers; coordinated public relations and outreach activities related to the program; acted as a liaison with various advocacy groups.
- Managed *CenterCare*, a $4 million managed care program providing services through contracts with 30 community health centers across the state; allocated resources to participating centers; developed and conducted training sessions on *CenterCare* program operations for health center staff; analyzed demographic and utilization date of participants.

May 1990 to February 1992 — **Contract Manager, Department of Medical Security, Boston, MA**

- Coordinated the procurement process for both *CenterCare* and the Labor Shortage Initiative, which included writing Requests for Proposals (RFPs), reviewing and analyzing proposals, monitoring the contracting and administration of funded proposals, and acting as a liaison between interested parties;
- Monitored *CenterCare* by coordinating payments to contractors, conducting site visits at participating community health centers, and reporting on program status; managed administrative procedures and acted as a liaison between agencies for all contracts in accordance with regulations.

October 1988 to May 1990 — **Contract Specialist, Office of the State Comptroller, Boston, MA**

- Assisted and instructed departments in the process of contract approval, as well as utilization of the state-wide automated accounting systems (MMARS);
- Developed policies in support of state regulations pertaining to contract approval.
- Supervised contract officers in the review and approval of statewide consultant contracts; created reports to monitor departmental activities; organized special projects.

January 1988 to October 1988 — **Contract Officer, Office of the State Comptroller, Boston, MA**

- Reviewed and approved transactions on MMARS submitted by departments throughout the Commonwealth;
- Managed Tax Exempt Lease Purchase program of all departments in the Commonwealth;
- Utilized word processing and spreadsheet programs.

September 1985 to January 1988 — **Administrative Assistant, Joseph M. Smith Community Health Center, Alston, MA**

- Provided assistance to the Executive Director in overall administration of health center,
- Assisted Finance Director in management of accounts, and prepared monthly invoices for all grant reimbursement, utilizing word processing and spreadsheet programs.
- Supervised the payroll system and managed personnel files for 60 employees;
- Acted as liaison between outside vendors and health center;
- Interviewed candidates for support staff positions.

AFFILIATIONS

Endowment for Health Board of Advisors, 2013-Present
Recipient of 2007 NH Office of Minority Health Women's Health Recognition Award
NH Leadership Board: American Lung Association, 2007-present
Recipient of 2006 National AHEC Center for Excellence Award in Community Programming
Leadership New Hampshire 2003 Associate
Member of National AHEC Organization
Organizational Recipient of 2002 Champions in Diversity Award for Education

References Available Upon Request

MARIA REYES

PROFESSIONAL SUMMARY

Innovative senior level director with over 15 years of versatile non-profit management experience. Demonstrated track record of managing financially sustainable federal, state and private foundation programs with measurable outcomes and community impact. Experience includes overseeing youth and adult community programs with immigrants, refugees and underserved populations in a variety of settings including health, social services, public schools, and other institutions.

Substance Misuse and Substance Use Disorder treatment and prevention experience with all levels of care providing direct counseling, case management and community education. Additional leadership experience includes Board of Director's service, appointed to local government positions and chair a variety of community coalitions.

Skills and Knowledge:

- Public Health and Strategic planning/Logic model
- Cultural competency training-Limited English Proficiency Populations (LEP)
- Bilingual English/Spanish
- Substance Misuse/SUD counseling and prevention educator
- Community mobilization in diverse communities
- Government, state and private grant management
- Versatile clinical experience across the continuum of care from Acute care, Inpatient and Outpatient settings, residential, case management and recovery support
- Grant Program design and implementation

Seacoast Public Health Network-Lamprey HealthCare — **Raymond, NH**
Continuum of Care Coordinator (COC-F) — **October 2016-Current**

Promoted to COC position and supervision of SMP program.

- Responsibilities include assess services availability within the continuum of care: prevention, intervention, treatment and recovery support services, including the regions' current assets and capacity for regional level services.
- Oversee and convene stakeholders to establish a plan, based on the assessment, to address the gaps and build the capacity to increase substance use disorder services across the continuum of care.

Community Highlights Include:

- Over 150 Naloxone kits distributed at community distribution events
- Co-trainer "Train the Trainer" Narcan administration to over 50 participants with Seacoast mental health professionals and other social service agencies.
- Provide technical support to Granite Youth Alliance which helped expand program from five schools to seven in two years.

Seacoast Public Health Network-Lamprey HealthCare **Raymond NH**
Substance Misuse Prevention Coordinator (SMP) **October 2015-October 2016**

Responsible for executing the goals and objectives of the Seacoast Public Health substance misuse prevention strategic plan that aligns with the NH Bureau of Drugs and Alcohol Services Governor's Commission-Collective Action–Community Impact plan to decrease and mitigate NH's opioid public health crisis and decrease substance misuse and substance use disorders across the life span with emphasis on youth and young adults.

Community Highlights Include:

- Successful coordination of ten local community forums on the opiate public health crisis/Substance misuse prevention with over 500 participants.
- Member of the local hospital steering committee for community health needs assessment. Coordinated largest forum with over 110 senior citizens-Disseminated over 75 handouts to inform community of SUD/Mental Health community resources and collected data to identify gaps and assets in hospital's service area.
- Assisted local community coalition to build infrastructure and governance to address community substance misuse by educating coalition members and identify GAPS and Resources.
- Local law enforcement became a Safe Station.
- Coordinated SPHN National DEA take back event-Over ½ ton of unused medications collected in several participating seacoast communities.

YWCA Tulsa **Tulsa, Oklahoma**
Director of Immigrant and Refugee Program **2000-April 2015**

Responsible for the direct oversight of a team of 35+ diverse professionals from over 10 countries and center operations. Diversified agency funding portfolio thru fee for services; augmented new foundation dollars thru solid community/donor relationships, and generated state/local government funding from $450,000 to 1 million plus. Responsible for direct oversight of core program services including Legal Services-Immigration/naturalization, English Language Learning Program, Refugee resettlement and other initiatives to empower underserved communities. Forged solid partnerships and collaborations to implement community programs that address community health issues such as substance misuse/abuse, diabetes prevention, American Heart Association-Red Dress-"Vestido Rojo" Campaign, Mental Health depression screenings, and others.

Highlights:

- Instituted first medical Spanish elective course at Oklahoma State University Osteopathic College of Medicine for first and second year medical students.
- Reputation as skilled collaborator with strong partnerships-key member of community wide coalition that helped facilitate a one million dollar Robert Wood Johnson Foundation grant for Latino diabetes prevention health program.
- Member of the Oklahoma Methamphetamine Prevention Task force
- Key designer of promising practice "Project Citizenship" "Naturalization Program" funded by Homeland Security Office of Immigration and Naturalization Services.

Parkside Behavioral Health, Inc. — **Tulsa, Oklahoma**
Oklahoma Certified Drug and Alcohol Counselor — **1990-2000**

- First mental health professional in Tulsa to create and implement community depression screenings to limited English proficiency populations.
- Launched the first Spanish-speaking case management caseload in the hospital's history.
- Trained agency staff on developing culturally competent practices for Limited English Proficiency populations.
- Crucial member of multidisciplinary team that assisted with court order evaluations.

Tulsa Community College — **Tulsa, Oklahoma**
Adjunct Instructor, Part-Time — **2003-2006**

- Taught Substance Abuse Course to community college students.

CREDENTIALS

EDUCATION	Plymouth State University, Plymouth New Hampshire-B.A. Spanish, Latin American Studies University of Valencia Spain-Junior Year Abroad program
CERTIFICATION	Certified Oklahoma Drug and Alcohol Counselor since 1990, (current) #226 (Maintain 20 CEU's yearly in addiction/mental health)
SKILLS	Oklahoma Non-Profit Management Training Proficient in Microsoft products, bilingual in Spanish and English Public Speaking, Teaching
ACHIEVMENTS	YWCA Tulsa Community Outstanding Service Award-2015 Tulsa Partners-Language Cultural Bank Volunteer of the Year 2011 Tulsa Mental Health Association Education Award 2005 Parkside Hospital Employee of the Year Plymouth State University, New Hampshire- Foreign Language Award
COMMUNITY	Vice President of Coalition of Hispanic Organizations Board member of Tulsa Mental Health Association Board member and Co-President of Tulsa Language Cultural Bank Appointed Commissioner for the Tulsa Mayor's Commission on the Status of Women

References available upon request

MARY R. COOK, M.Ed. CHES

WORK EXPERIENCE:

July 2015 to Present — **Public Health Emergency Preparedness Manager**
Seacoast Public Health Network/ a program of Lamprey Health Care Inc.

A. Responsible for the management and implementation of grant-funded work plans/scopes of services associated with the Public Health Network, Pandemic Planning and related emergency response as well as public health grants, on schedule and within budget; serves as the conduit between funders and planning partners on plan requirements and ensures compliance with state and federal regulations as appropriate.

B. Schedules, convenes and facilitates regular meetings of the Seacoast Emergency Preparedness Team. Prepares meeting minutes and provides follow-up.

C. Provides requisite planning activity reports, budget submissions, and/or other required documentation for federal and state emergency response funding sources. Attends in-state meetings of grantors as appropriate.

D. Engages community partners in public health improvement process; develops and implements communications plan for public health and emergency response preparation initiatives.

E. Manages and Updates the Regional Public Health Emergency Annex to meet Centers for Disease Control planning guidelines and local standard operating guidelines.

F. Prepares and manages an annual Medical Countermeasure Operational Readiness Review (MCM ORR) as required by the CDC Division of Strategic National Stockpile (DSNS). The MCM ORR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the MCM ORR.

May 1, 2011 to June 2015 — **Public Health Emergency Preparedness Coordinator**
Exeter Fire Department and the Seacoast Public Health Network

- Responsible for providing Regional Public Health Preparedness, Response and Recovery for the Seacoast Public Health Region
- Medical Reserve Corps Director
- Seacoast Public Health Advisory Council co-facilitator

December 2008 to April 2011 — **York Hospital and the Healthy Maine Partnerships**
District Tobacco Coordinator

Provided support and guidance to the York District Healthy Maine Partnerships assuring that it coordinated.

comprehensive; systematic, and evidence based approach to tobacco prevention and control is implemented throughout the district.

February 2005 to December 2008

City of Portsmouth, NH
Public Health Coordinator

Provided coordination of the Greater Portsmouth Public Health Network that includes the towns of New Castle, Rye, Newington, Greenland and the City of Portsmouth in assessment, policy development, and assurance of the Ten Essential Services of Public Health. Responsible for development of All Health Hazard Community Response Plan, Pandemic Plan, Isolation and Quarantine, Point of Distribution, Risk Communication, Medical Surge and Volunteer plans for the Greater Portsmouth Emergency Planning Response Team. Designed, conducted, and evaluated a series of workshops, table tops and full scale exercises to test the region's communications, command and control, emergency operation center and response to all health hazards.

June 2003-February 2005

American Red Cross Great Bay Chapter
Director of Health and Safety Services

Provided coordinated planning, implementation, and evaluation of Health and Safety Services within the chapter's jurisdiction. Responsibilities included needs assessment, marketing, program and human resources development, managed a $200,000 budget.

November 2003-June 2003

American Red Cross Great Bay Chapter
Tobacco Prevention Director for The Rochester Tobacco Free Coalition:

Developed and coordinated a coalition whose mission was to promote and advocate for a tobacco free lifestyle by providing education, awareness and support to youth and families in Rochester.
Supervised two youth coordinators who coordinated youth mentoring programs at the Rochester Middle School.
Established goals and objectives with coalition members.
Tobacco Grant Administrator
Developed measurable outcomes and Performance Measures

2000-November 2003

Dover Police Department, Dover, N.H.
Substance Abuse Prevention Coordinator:

Youth Advisor for a 250-member coalition
Instructor for tobacco education classes
Coordinator of educational activities/programs related to substance abuse issues
Representative for state and local tobacco advisory committees

1991-1999

Franklin Regional Hospital; Franklin, N.H.
Health Educator

Safety and Wellness Instructor for adults and teens
Smoking Cessation Specialist
Women's Health Educator
Outreach Coordinator for community events
Coordinated youth tobacco-free coalition
Coordinated annual Health and Safety Fairs

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Paula K. Smith	AHEC Director	$110,055	11%	$12,106
Maria Reyes	COC Facilitator	$61,410	85.5%	$52,505.55
Mary Cook	EP Manager	$60,772	100%	$60,772
To Be Determined	Substance Misuse Prevention Coordinator	46,800	85%	$39,780

FORM NUMBER P-37 (version 5/8/15)

Subject: Regional Public Health Network Services SS-2019-DPHS-28-REGION-08

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mary Hitchcock Memorial Hospital		1.4 Contractor Address 1 Medical Center Drive Lebanon, NH 03756	
1.5 Contractor Phone Number 603-653-6849	1.6 Account Number See Attached	1.7 Completion Date June 30, 2021	1.8 Price Limitation $1,331,636.
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Edward J Merrens		1.12 Name and Title of Contractor Signatory Edward J. Merrens Chief Clinical Officer	

1.13 Acknowledgement: State of New Hampshire County of Grafton

On 5/29/2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or ~~Justice of the Peace~~

Seal: JENNIFER JOHNSTON NOTARY PUBLIC NEW HAMPSHIRE MY COMMISSION EXPIRES SEPT. 21, 2021

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~

Jennifer Johnston, Notary

1.14 State Agency Signature Date: 5/31/19	1.15 Name and Title of State Agency Signatory Lisa Morris, Director DPHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 6/3/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 5/9/18

Block 1.6 Account Number

1.6 Account Number

05-95-090-51700000-547-500394

05-95-090-51780000-103-502664

05-95-090-79640000-102-500731

05-95-090-80110000-102-500731

05-95-092-33800000-102-500731

05-95-090-75450000-102-500731

05-95-090-22390000-102-500731

05-95-092-33950000-102-500731

05-95-090-51780000-102-500731

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient), in accordance with 2 CFR 200.300.

2. Scope of Services

2.1. Lead Organization to Host Regional Public Health Networks (RPHN)

2.1.1. The Contractor shall serve as a lead organization to host two (2) Regional Public Health Networks for the regions of Upper Valley and Greater Sullivan County, which are defined by the Department, to provide a broad range of public health services within one or more of the state's thirteen designated public health regions.

2.1.2. The Contractor agrees that the Scope of Work applies to all regions identified in Section 2.1.1 above, unless otherwise noted as not applicable.

2.1.3. The Contractor agrees the purpose of the RPHNs statewide are to coordinate a range of public health and substance misuse-related services, as described below to assure that all communities statewide are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services that include, but are not limited to:

2.1.3.1. Sustaining a regional Public Health Advisory Council (PHAC),

2.1.3.2. Planning for and responding to public health incidents and emergencies,

2.1.3.3. Preventing the misuse of substances,

2.1.3.4. Facilitating and sustaining a continuum of care to address substance use disorders,

2.1.3.5. Implementing young adult substance misuse prevention strategies,
2.1.3.6. Providing School Based Vaccination Clinics,
2.1.3.7. Conducting a community-based assessment related to childhood lead poisoning prevention, and
2.1.3.8. Blood Lead Surveillance Quality Improvement (not applicable to Greater Sullivan Region)
2.1.3.9. Ensuring contract administration and leadership.

2.2. Public Health Advisory Council

2.2.1. The Contractor shall coordinate and facilitate the regional Public Health Advisory Council (PHAC) to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

2.2.1.1. Maintain a set of operating guidelines or by-laws for the PHAC
2.2.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team with the authority to:
2.2.1.2.1. Approve regional health priorities and implement high-level goals and strategies.
2.2.1.2.2. Address emergent public health issues as identified by regional partners and the Department and mobilize key regional stakeholders to address the issue.
2.2.1.2.3. Form committees and workgroups to address specific strategies and public health topics.
2.2.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.
2.2.1.2.5. Make recommendations within the public health region and to the state regarding funding and priorities for service delivery based on needs assessments and collection.
2.2.1.3. PHAC leadership team shall meet at least quarterly in order to:

2.2.1.3.1. Ensure meeting minutes are available to the public upon request.

2.2.1.3.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

2.2.1.4. Ensure a currently licensed health care professional will serve as a medical director for the RPHN who shall perform the following functions that are not limited to:

2.2.1.4.1. Write and issue standing orders when needed to carry out the programs and services funded through this agreement

2.2.1.4.2. Work with medical providers and the Department on behalf of the PHAC on any emergent public health issues. Participate in the Multi-Agency Coordinating Entity (MACE) during responses to public health emergencies as appropriate and based on availability.

2.2.1.5. Conduct at least biannual meetings of the PHAC.

2.2.1.6. Develop annual action plans for the services in this Agreement as advised by the PHAC.

2.2.1.7. Collect, analyze and disseminate data about the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

2.2.1.8. Maintain a current Community Health Improvement Plan (CHIP) that is aligned with the State Health Improvement Plan (SHIP) and informed by other health improvement plans developed by other community partners;

2.2.1.9. Provide leadership through guidance, technical assistance and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

2.2.1.10. Publish an annual report disseminated to the community capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities.

2.2.1.11. Maintain a website, which provides information to the public and agency partners, at a minimum, includes

information about the PHAC, CHIP, SMP, CoC, YA and PHEP programs.

2.2.1.12. Conduct at least two educational and training programs annually to RPHN partners and others to advance the work of RPHN.

2.2.1.13. Educate partners and stakeholder groups on the PHAC, including elected and appointed municipal officials.

2.2.1.14. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

2.3. Public Health Emergency Preparedness

2.3.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity of partnering organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies as follows:

2.3.1.1. Ensure that all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions as follows:

2.3.1.2. Convene and coordinate a regional Public Health Emergency Preparedness (PHEP) coordinating/planning committee/workgroup to improve regional emergency response plans and the capacity of partnering entities to mitigate, prepare for, respond to and recover from public health emergencies.

2.3.1.3. Convene at least quarterly meetings of the regional PHEP committee/workgroup.

2.3.1.4. Ensure and document committee/workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA) annually.

2.3.1.5. Maintain a three-year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by CDC.

2.3.1.6. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

2.3.1.7. Submit an annual work plan based on a template provided by the Department of Health and Human Services (DHHS).

2.3.1.8. Sponsor and organize the logistics for at least two trainings annually for regional partners. Collaborate with the DHHS, Division of Public Health Services (DPHS), the Community Health Institute (CHI), NH Fire Academy, Granite State Health Care Coalition (GSHCC), and other training providers to implement these training programs.

2.3.1.9. Revise on an annual basis the Regional Public Health Emergency Anne (RPHEA) based on guidance from DHHS as follows:

2.3.1.9.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by DHHS.

2.3.1.9.2. Develop new appendices based on priorities identified by DHHS using templates provided by DHHS.

2.3.1.9.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

2.3.1.9.4. Participate in workgroups to develop or revise components of the RPHEA that are convened by DHHS or the agency contracted to provide training and technical assistance to RPHNs.

2.3.1.10. Understand the hazards and social conditions that increase vulnerability within the public health region including but not limited to cultural, socioeconomic, and demographic factors as follows:

2.3.1.10.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

2.3.1.10.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals

with functional needs, and other public health, health care, behavioral health and environmental health entities.

2.3.1.11. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health incident or emergency.

2.3.1.12. Regularly communicate with the Department's Area Agency contractor that provides developmental and acquired brain disorder services in your region.

2.3.1.13. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

2.3.1.14. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

2.3.1.15. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

2.3.1.16. Maintain the capacity to utilize WebEOC, the State's emergency management platform, during incidents or emergencies. Provide training as needed to individuals to participate in emergency management using WebEOC.

2.3.1.17. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

2.3.1.18. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

2.3.1.19. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the DHHS' SNS Coordinator to identify appropriate actions and priorities, that include, but are not limited to:

2.3.1.19.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans;

2.3.1.19.2. Annual submission of either ORR or self-assessment documentation;

2.3.1.19.3. ORR site visit as scheduled by the CDC and DHHS;

2.3.1.19.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

2.3.1.20. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies as follows:

2.3.1.20.1. Prior to purchasing new supplies or equipment, execute MOUs with agencies to store, inventory, and rotate these supplies.

2.3.1.20.2. Upload, at least annually, a complete inventory to a Health Information Management System (HIMS) identified by DHHS.

2.3.1.21. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector as follows:

2.3.1.21.1. Maintain proficiency in the volunteer management system supported by DHHS.

2.3.1.21.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy during an incident or emergency.

2.3.1.21.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

2.3.1.21.4. Conduct notification drills of volunteers at least quarterly.

2.3.1.22. As requested, participate in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

2.3.1.23. As requested by the DPHS, participate in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities

guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

2.3.1.24. As requested by DPHS, plan and implement targeted Hepatitis A vaccination clinics. Clinics should be held at locations where individuals at-risk for Hepatitis A can be accessed, according to guidance issued by DPHS.

2.4. Substance Misuse Prevention

2.4.1. The Contractor shall provide leadership and coordination to impact substance misuse and related health promotion activities by implementing, promoting and advancing evidence-based primary prevention approaches, programs, policies, and services as follows:

2.4.1.1. Reduce substance use disorder (SUD) risk factors and strengthen protective factors known to impact behaviors.

2.4.1.2. Maintain a substance misuse prevention SMP leadership team consisting of regional representatives with a special expertise in substance misuse prevention that can help guide/provide awareness and advance substance misuse prevention efforts in the region.

2.4.1.3. Implement the strategic prevention model in accordance with the SAMHSA Strategic Prevention Framework that includes: assessment, capacity development, planning, implementation and evaluation.

2.4.1.4. Implement evidenced-informed approaches, programs, policies and services that adhere to evidence-based guidelines, in accordance with the Department's guidance on what is evidenced informed.

2.4.1.5. Maintain, revise, and publicly promote data driven regional substance misuse prevention 3-year Strategic Plan that aligns with the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan, and the State Health Improvement Plan).

2.4.1.6. Develop an annual work plan that guides actions and includes outcome-based logic models that

demonstrates short, intermediate and long term measures in alignment the 3-year Strategic Plan, subject to Department's approval.

2.4.1.7. Advance and promote and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective and indicated by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families and communities.

2.4.1.8. Produce and disseminate an annual report that demonstrates past year successes, challenges, outcomes and projected goals for the subsequent year.

2.4.1.9. Comply with federal block grant requirements for substance misuse prevention strategies and collection and reporting of data as outlined in the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

2.4.1.10. Ensure substance misuse prevention is represented at PHAC meetings and with an exchange of bi-directional information to advance efforts of substance misuse prevention initiatives.

2.4.1.11. Assist, at the direction of BDAS, SMP staff with the Federal Block Grant Comprehensive Synar activities that consist of, but are not limited to, merchant and community education efforts, youth involvement, and policy and advocacy efforts.

2.5. Continuum of Care

2.5.1. The Contractor shall provide leadership and/or support for activities that assist in the development of a robust continuum of care (CoC) utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC) as follows:

2.5.1.1. Engage regional partners (Prevention, Intervention, Treatment, Recovery Support Services, primary health care, behavioral health care and other interested

and/or affected parties) in ongoing update of regional assets and gaps, and regional CoC plan development and implementation.

2.5.1.2. Work toward, and adapt as necessary and indicated, the priorities and actions identified in the regional CoC development plan.

2.5.1.3. Facilitate and/or provide support for initiatives that result in increased awareness of and access to services, increased communication and collaboration among providers, and increases in capacity and delivery of services.

2.5.1.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan and service capacity increase activities.

2.5.1.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work such as Integrated Delivery Networks.

2.5.1.6. Work with the statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek help (health, education, safety, government, business, and others) in every community in the region.

2.5.1.7. Engage regional stakeholders to assist with information dissemination.

2.6. Young Adult Substance Misuse Prevention Strategies

2.6.1. The Contractor shall provide evidence-informed services and/or programs for young adults, ages 18 to 25 in high-risk high-need communities within their region which are both appropriate and culturally relevant to the targeted population as follows:

2.6.1.1. Ensure evidenced-informed substance misuse prevention strategies are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse.

2.6.1.2. Ensure evidenced-Informed Program, Practices or Policies meet one or more of the following criteria:

2.6.1.2.1. Evidenced-Based-Programs, policies, practices that are endorsed as evidenced-based have demonstrated a commitment to refining program protocols and process, and a high-quality, systematic evaluation documenting short-term and intermediate outcomes which are listed on the National Registry of Evidenced-Based Programs and Practices (NREPP) published by the Federal Substance Abuse Mental Health Abuse Mental Health Services Authority (SAMHSA) or a similar published list (USDOE);

2.6.1.2.2. Those programs, policies, and practices that have been published in a peer review journal or similar peer review literature;

2.6.1.2.3. Practices that are programs that are endorsed as a promising practice that have demonstrated readiness to conduct a high quality, systematic evaluation. The evaluation includes the collection and reporting of data to determine the effectiveness on indicators highly correlated with reducing or preventing substance misuse. Promising practices are typically those that have been endorsed as such by a State's Expert Panel or Evidenced-Based Workgroup; or

2.6.1.2.4. Innovative programs that must apply to the State's Expert Panel within one year and demonstrate a readiness to conduct a high quality, systematic evaluation.

2.7. School Based Vaccination Clinics

2.7.1. The Contractor shall provide organizational structure to administer school-based flu clinics (SBC) as follows:

2.7.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

2.7.1.2. Coordinate information campaigns with school officials targeted to parents/guardians to maximize student participation rates.

2.7.1.3. Distribute state supplied promotional vaccination material

2.7.1.4. Distribute, obtain, verify and store written consent from legal guardian prior to administration of vaccine in compliance with HIPPA and other state and federal regulations.

2.7.1.5. If the contractor lacks the ability to store vaccination consents within HIPPA guidelines, the contractor may request the NH DPHS Immunization Program (NHIP) to store these records once the contractor has completed data collection and reporting.

2.7.1.6. Document, verify and store written or electronic record of vaccine administration in compliance with HIPPA and other state and federal regulations.

2.7.1.7. If the contractor lacks the ability to store vaccination record within HIPPA guidelines, the contractor may request the NHIP to store these records once the contractor has completed data collection and reporting.

2.7.1.8. Provide written communication of vaccination status (completed/not completed) to the legal guardian upon the day of vaccination.

2.7.1.9. Provide the following vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the legal guardian requests that the information not be shared. This information may be given to the parents to distribute to the primary care provider:

- 2.7.1.9.1. Patient full name and one other unique patient identifier
- 2.7.1.9.2. Vaccine name
- 2.7.1.9.3. Vaccine manufacturer
- 2.7.1.9.4. Lot number
- 2.7.1.9.5. Date of vaccine expiration
- 2.7.1.9.6. Date of vaccine administration
- 2.7.1.9.7. Date Vaccine Information Sheet (VIS) was given
- 2.7.1.9.8. Edition date of the VIS given
- 2.7.1.9.9. Name and address of entity that administered the vaccine (contractor's name)

2.7.1.9.10. Full name and title of person who administered the vaccine

2.7.1.10. Ensure that current federal guidelines for vaccine administration are adhered to, including but not limited to disseminating a Vaccine Information Statement, so that the legal authority (legal guardian, parent, etc.) is provided access to this information on the day of vaccination.

2.7.1.11. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers and patients.

2.7.1.12. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent and total number of students absent with influenza-like illness for in session school days.

2.7.1.13. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

2.7.2. The Contractor shall safely administer vaccine supplied by NHIP as follows:

2.7.2.1. Obtain medical oversight, standing orders, emergency interventions/protocols and clinical expertise through providing a medical/clinical director.

2.7.2.2. Medical/Clinical director needs to be able to prescribe medication in the State of New Hampshire.

2.7.2.3. Medical/Clinical director can be a Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), or Advanced Practice Registered Nurse (APRN).

2.7.2.4. Copies of standing orders, emergency interventions/protocols will be available at all clinics.

2.7.2.5. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

2.7.2.6. Procure necessary supplies to conduct school vaccine clinics. This includes but is not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, non-latex bandages, etc.

2.7.3. The Contractor shall ensure proper vaccine storage, handling and management as follows:

2.7.3.1. Annually submit a signed Vaccine Management Agreement to NHIP ensuring that all listed requirements are met.

2.7.3.2. Contractor's SBC coordinator needs to complete the NHIP vaccination training annually. In addition, contractor's SBC coordinator will complete vaccine ordering and vaccine storage and handling training. Contractor agrees to keep a copy of these training certificates on file.

2.7.3.3. Contractor may use NHIP trainings or their own educational materials to train their SBC staff. If contractor chooses to utilize non NHIP training, all training materials will be submitted to NHIP for prior approval.

2.7.3.4. A copy of all training materials will be kept on site for reference during SBCs.

2.7.3.5. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the contractor's custody.

2.7.3.6. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.

2.7.3.7. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

2.7.3.8. Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

2.7.3.9. Ensure each and every dose of vaccine is accounted for.

2.7.3.10. Submit a monthly temperature log for the vaccine storage refrigerator.

2.7.3.11. Notify NHIP through contacting the NHIP Nursing help line and faxing incident forms of any adverse event within 24 hours of event occurring.

2.7.3.12. In the event of stored vaccine going outside of the manufacturers recommended temperatures (a vaccine temperature excursion):

2.7.3.13. Immediately quarantine the vaccine in a temperature appropriate setting, separating it from other vaccine and labeling it "DO NOT USE".

2.7.3.14. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

2.7.3.15. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

2.7.3.16. Submit a Cold Chain Incident Report along with a Data Logger report to NHIP within 24 hours of temperature excursion occurrence.

2.7.4. The Contractor shall complete the following tasks within 24 hours of the completion of every clinic:

2.7.4.1. Update State Vaccination system with total number of vaccines administered and wasted during each mobile clinic. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

2.7.4.2. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the contractor's established vaccine refrigerator.

2.7.4.3. Submit the following totals to NHIP outside of the Vaccine ordering system the:

2.7.4.3.1. total number of students vaccinated.

2.7.4.3.2. total number of vaccines wasted.

2.7.4.4. Complete an annual year-end self-evaluation and improvement plan for the following areas:

2.7.4.4.1. Strategies that worked well in the areas of communication, logistics, or planning.

2.7.4.4.2. Areas for improvement both at the state and regional levels. Emphasize strategies for implementing improvements.

2.7.4.4.3. Discuss strategies that worked well for increasing both the number of clinics held at schools as well as the number of students vaccinated.

2.7.4.4.4. Discuss future strategies and plans for increasing students vaccinated. Include suggestions on how state level resources may aid in this effort.

2.7.5. The Contractor will be funded through a combination of base funding and incentivized funding. The goal of the incentivized funding is to encourage the contractor to offer vaccination at schools, which have a greater economic disparity. To this end, a list of schools serving higher populations of students who qualify for the New Hampshire Free/Reduced School Lunch will be generated annually by NHIP in collaboration with the Department of Education (DOE). To receive full funding, contractors will need to serve at least 50% of schools listed.

2.7.5.1. If a contractor is unable to provide vaccine to at least 50% of the schools listed, the contractor will need to show evidence of providing vaccine to additional schools listed but not previously served the year before in order to receive full funding.

2.7.5.2. If NHIP and Contractor both agree that all options to try and offer vaccination services at a school have been exhausted, NHIP will replace that school with the next school listed from the New Hampshire Free/Reduced Lunch generated list.

2.7.5.3. If a contractor is unable to demonstrate the growth listed in 3.7.9.1, they will be awarded funding on a sliding scale based on the percentage of schools listed. This calculation will be the % of actual listed school covered divided by 50%. The percentage determined by that equation will be multiplied by the total amount of dollars available for funding, beyond the base portion of funding, to total the amount of dollars awarded for that year.

2.8. Childhood Lead Poisoning Prevention Community Assessment

2.8.1. The Contractor shall participate in a statewide meeting, hosted by the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP), to review data and other information specific to the burden of lead poisoning within the region as follows:

2.8.1.1. Partner with the HHLPPP to identify and invite a diverse group of regional partners to participate in a regional outreach and educational meeting on the burden of lead poisoning. Partners may include, but are not limited to, municipal governments (e.g. code

enforcement, health officers, elected officials) school administrators, school boards, hospitals, health care providers, U.S. Housing and Urban Department lead hazard control grantees, public housing officials, Women, Infant and Children programs, Head Start and Early Head Start programs, child educators, home visitors, legal aid, and child advocates.

2.8.1.2. Collaborate with partners from within the region to identify strategies to reduce the burden of lead poisoning in the region. Strategies may include, but are not limited to, modifying the building permit process, implementing the Environmental Protection Agency's Renovate, Repair and Paint lead safe work practice training into the curriculum of the local school district's Career and Technical Center, identify funding sources to remove lead hazards from pre-1978 housing in the community, increase blood lead testing rates for one and two year old children in local health care practices, and/or implement pro-active inspections of rental housing and licensed child care facilities.

2.8.1.3. Prepare and submit a brief proposal to the HHLPPP identifying strategy(s) to reduce the burden of lead poisoning, outlining action steps and funding necessary to achieve success with the strategy over a one-year period.

2.9. Blood Lead Surveillance Quality Improvement (not applicable to Greater Sullivan Region)

2.9.1. The Contractor shall coordinate a quality improvement project that involves a data analysis of blood lead surveillance data stored in EPIC Electronic Medical Record (EMR) software used by Dartmouth Hitchcock Medical System (DHMC) Children's Hospital at Dartmouth Hitchcock (CHaD). This quality improvement project will include:

2.9.1.1. Identifying blood lead testing rates and variations by DHMC practice site, specialty and provider level.

2.9.1.2. Educating DHMC pediatric and specialty providers on the requirement of blood lead testing of one and two year olds in accordance with RSA 130-A Lead Paint Poisoning Prevention and Control.

2.9.1.3. Identifying DHMC systematic barriers to testing.

2.9.1.4. Identifying strategy for electronic blood lead reporting linking DHMC EPIC software database to the DPHS through PhinMS or secure File Transport Protocol.

2.10. Contract Administration and Leadership

2.10.1. The Contactor shall introduce and orient all funded staff to the work of all the activities conducted under the contract as follows.

2.10.1.1. Ensure detailed work plans are submitted annually for each of the funded services based on templates provided by the DHHS.

2.10.1.2. Ensure all staff have the appropriate training, education, experience, skills, and ability to fulfill the requirements of the positions they hold and provide training, technical assistance or education as needed to support staff in areas of deficit in knowledge and/or skills.

2.10.1.3. Ensure communication and coordination when appropriate among all staff funded under this contract.

2.10.1.4. Ensure ongoing progress is made to successfully complete annual work plans and outcomes achieved.

2.10.1.5. Ensure financial management systems are in place with the capacity to manage and report on multiple sources of state and federal funds, including work done by subcontractors.

3. Training and Technical Assistance Requirements

3.1. The Contractor shall participate in training and technical assistance as follows:

3.1.1. Public Health Advisory Council

3.1.1.1. Attend semi-annual meetings of PHAC leadership convened by DPHS/BDAS.

3.1.1.2. Complete a technical assistance needs assessment.

3.1.2. Public Health Emergency Preparedness

3.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by DPHS/ESU. Complete a technical assistance needs assessment.

3.1.2.2. Attend up to two trainings per year offered by DPHS/ESU or the agency contracted by the DPHS to provide training programs.

3.1.3. Substance Misuse Prevention

3.1.3.1. SMP coordinator shall attend community of practice meetings/activities.

3.1.3.2. At DHHS' request, engage with ongoing technical assistance to ensure the RPHN workforce is knowledge, skilled and has the ability to carry out all scopes of work (e.g. using data to inform plans and evaluate outcomes, using appropriate measures and tools, etc.)

3.1.3.3. Attend all bi-monthly meetings of SMP coordinators.

3.1.3.4. Participate with DHHS technical assistance provider on interpreting the results of the Regional SMP Stakeholder Survey.

3.1.3.5. Attend additional meetings, conference calls and webinars as required by DHHS.

3.1.3.6. SMP lead staff must be credentialed within one year of hire as Certified Prevention Specialist to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board. (http://nhpreventcert.org/).

3.1.3.7. SMP staff lead must attend required training, Substance Abuse Prevention Skills Training (SAPST). This training is offered either locally or in New England one (1) to two (2) times annually.

3.1.4. Continuum of Care

3.1.4.1. Be familiar with the evidence-based Strategic Planning Model (includes five steps: Assessment, Capacity, Planning, Implementation, and Development), RROSC and NH DHHS CoC systems development and the "No Wrong Door" approach to systems integration.

3.1.4.2. Attend quarterly CoC Facilitator meetings.

3.1.4.3. Participate in the CoC learning opportunities as they become available to:

3.1.4.3.1. Receive information on emerging initiatives and opportunities;

3.1.4.3.2. Discuss best ways to integrate new information and initiatives;

3.1.4.3.3. Exchange information on CoC development work and techniques;

3.1.4.3.4. Assist in the refinement of measures for regional CoC development;

3.1.4.3.5. Obtain other information as indicated by BDAS or requested by CoC Facilitators.

3.1.4.4. Participate in one-on-one information and/or guidance sessions with BDAS and/or the entity contracted by the department to provide training and technical assistance.

3.1.5. Young Adult Strategies

3.1.5.1. Ensure all young adult prevention program staff receive appropriate training in their selected evidenced-informed program by an individual authorized by the program developer.

3.1.5.2. Participate in ongoing technical assistance, consultation, and targeted trainings from the Department and the entity contracted by the department to provide training and technical assistance.

3.1.6. School-Based Clinics

3.1.6.1. Staffing of clinics requires a currently licensed clinical staff person with a current Basic Life Support Certification at each clinic to provide oversight and direction of clinical operations. Clinical license (or copy from the NH online license verification showing the license type, expiration and status) and current BLS certificate should be kept in training file.

4. Staffing

4.1. The Contractor's staffing structure must include a contract administrator and a finance administrator to administer all scopes of work relative to this agreement. In addition, while there is staffing relative to each scope of work presented below, the administrator must ensure that across all funded positions, in addition to subject matter expertise, there is a combined level of expertise, skills and ability to understand data; use data for planning and evaluation; community engagement and collaboration; group facilitation skills; and IT skills to effectively lead regional efforts related to public health planning and service delivery. The funded staff must function as a team, with complementary skills and abilities across these foundational areas of expertise to function as an organization to lead the RPHN's efforts.

4.2. The Contractor shall hire or subcontract and provide support for a designated project lead for each of the following four (4) scopes of work: PHEP, SMP, CoC Facilitator, and Young Adult Strategies. DHHS Recognizes that this agreement provides funding for multiple positions across the multiple program areas, which may result in some individual staff positions having responsibilities across several program areas, including, but not limited to, supervising other staff. A portion of the funds assigned to each program area may be used for technical and/or administrative support personnel. See Table 1 – Minimum for technical and/or administrative support personnel. See Table 1 – Minimum Staffing Requirements.

4.3. Table 1 – Minimum Staffing Requirements

Position Name	Minimum Required Staff Positions
Public Health Advisory Council	No minimum FTE requirement
Substance Misuse Prevention Coordinator	Designated Lead
Continuum of Care Facilitator	Designated Lead
Public Health Emergency Preparedness Coordinator	Designated Lead
Young Adult Strategies (optional)	Designated Lead

5. Reporting

5.1. The Contractor shall:

5.1.1. Participate in Site Visits as follows:

5.1.1.1. Participate in an annual site visit conducted by DPHS/BDAS that includes all funded staff, the contract administrator and financial manager.

5.1.1.2. Participate in site visits and technical assistance specific to a single scope of work as described in the sections below.

5.1.1.3. Submit other information that may be required by federal and state funders during the contract period.

5.1.2. Provide Reports for the Public Health Advisory Council as follows:

5.1.2.1. Submit quarterly PHAC progress reports using an on-line system administered by the DPHS.

5.1.3. Provide Reports for the Public Health Preparedness as follows:

5.1.3.1. Submit quarterly PHEP progress reports using an on-line system administered by the DPHS.

5.1.3.2. Submit all documentation necessary to complete the MCM ORR review or self-assessment.

5.1.3.3. Submit semi-annual action plans for MCM ORR activities on a form provided by the DHHS.

5.1.3.4. Submit information documenting the required MCM ORR-related drills and exercises.

5.1.3.5. Submit final After Action Reports for any other drills or exercises conducted.

5.1.4. Provide Reports for Substance Misuse Prevention as follows:

5.1.4.1. Submit Quarterly SMP Leadership Team meeting agendas and minutes

5.1.4.2. 3-Year Plans must be current and posted to RPHN website, any revised plans require BDAS approval

5.1.4.3. Submission of annual work plans and annual logic models with short, intermediate and long term measures

5.1.4.4. Input of data on a monthly basis to an online database (e.g. PWITS) per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

Federal Block Grant. The data includes but is not limited to:

5.1.4.4.1. Number of individuals served or reached

5.1.4.4.2. Demographics

5.1.4.4.3. Strategies and activities per IOM by the six (6) activity types.

5.1.4.4.4. Dollar Amount and type of funds used in the implementation of strategies and/or interventions

5.1.4.4.5. Percentage evidence based strategies

5.1.4.5. Submit annual report

5.1.4.6. Provide additional reports or data as required by the Department.

5.1.4.7. Participate and administer the Regional SMP Stakeholder Survey in alternate years.

5.1.5. Provide Reports for Continuum of Care as follows:

5.1.5.1. Submit update on regional assets and gaps assessments as required.

5.1.5.2. Submit updates on regional CoC development plans as indicated.

5.1.5.3. Submit quarterly reports as indicated.

5.1.5.4. Submit year-end report as indicated.

5.1.6. Provide Reports for Young Adult Strategies as follows:

5.1.6.1. Participate in an evaluation of the program that is consistent with the federal Partnership for Success 2015 evaluation requirements. Should the evaluation consist of participant surveys, vendors must develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols. Enter the completed survey data into a database provided by the Department. Survey data shall be provided to the entity contracted by the Department to provide evaluation analysis for analysis.

5.1.6.2. Input data on a monthly basis to an online database as required by the Department. The data includes but is not limited to:

5.1.6.2.1. Number of individuals served

5.1.6.2.2. Demographics of individuals served

5.1.6.2.3. Types of strategies or interventions implemented

5.1.6.2.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions

5.1.6.3. Meet with a team authorized by the Department on a semiannual basis or as needed to conduct a site visit.

5.1.7. Provide Reports for School-Based Vaccination Clinics as follows:

5.1.7.1. Attend annual debriefing and planning meetings with NHIP staff.

5.1.7.2. Complete a year-end summary of total numbers of children vaccinated, as well as accomplishments and improvements to future school-based clinics. No later than 3 months after SBCs are concluded, give the following aggregated data grouped by school to NHIP:

5.1.7.2.1. Number of students at that school
5.1.7.2.2. Number of students vaccinated out of the total number at that school
5.1.7.2.3. Number of vaccinated students on Medicaid out of the total number at that school

5.1.7.3. Provide other reports and updates as requested by NHIP.

5.1.8. Provide Reports for Childhood Lead Poisoning Prevention Community Assessment as follows:

5.1.8.1. Submit a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

6. Performance Measures

6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the DHHS, to measure the effectiveness of the agreement as follows:

6.1.1. Public Health Advisory Council

6.1.1.1. Documented organizational structure for the PHAC (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
6.1.1.2. Documentation that the PHAC membership represents public health stakeholders and the covered populations described in section 3.1.
6.1.1.3. CHIP evaluation plan that demonstrates positive outcomes each year.
6.1.1.4. Publication of an annual report to the community.

6.1.2. Public Health Emergency Preparedness

6.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review based on prioritized recommendations from DHHS.
6.1.2.2. Response rate and percent of staff responding during staff notification, acknowledgement and assembly drills.
6.1.2.3. Percent of requests for activation met by the Multi-Agency Coordinating Entity.

6.1.2.4. Percent of requests for deployment during emergencies met by partnering agencies and volunteers.

6.1.3. Substance Misuse Prevention

6.1.3.1. As measured by the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health (NSDUH), reductions in prevalence rates for:

6.1.3.1.1. 30-day alcohol use
6.1.3.1.2. 30-day marijuana use
6.1.3.1.3. 30-day illegal drug use
6.1.3.1.4. Illicit drug use other than marijuana
6.1.3.1.5. 30-day Nonmedical use of pain relievers
6.1.3.1.6. Life time heroin use
6.1.3.1.7. Binge Drinking
6.1.3.1.8. Youth smoking prevalence rate, currently smoke cigarettes
6.1.3.1.9. Binge Drinking
6.1.3.1.10. Youth smoking prevalence rate, currently smoke cigarettes

6.1.3.2. As measured by the YRB and NSDUH increases in the perception of risk for:

6.1.3.2.1. Perception of risk from alcohol use
6.1.3.2.2. Perception of risk from marijuana use
6.1.3.2.3. Perception of risk from illegal drug use
6.1.3.2.4. Perception of risk from Nonmedical use of prescription drugs without a prescription
6.1.3.2.5. Perception of risk from binge drinking
6.1.3.2.6. Perception of risk in harming themselves physically and in other ways when they smoke one or more packs of cigarettes per day
6.1.3.2.7. Demonstrated outcomes related to Risk and Protective Factors that align with prevalence data and strategic plans.

6.1.4. Continuum of Care

6.1.4.1. Evidence of ongoing update of regional substance use services assets and gaps assessment.

6.1.4.2. Evidence of ongoing update of regional CoC development plan.

6.1.4.3. Number of partners assisting in regional information dissemination efforts.

6.1.4.4. Increase in the number of calls from community members in regional seeking help as a result of information dissemination.

6.1.4.5. Increase in the number of community members in region accessing services as a result of information dissemination.

6.1.4.6. Number of other related initiatives CoC Facilitator leads, participates in, or materially contributes to.

6.1.5. Young Adult Strategies

6.1.5.1. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.1.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.1.2. Participants will report a decrease in past 30-day non-medical prescription drug use.

6.1.5.1.3. Participants will report a decrease in past 30-day illicit drug use including illicit opioids.

6.1.5.2. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.2.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.2.2. Participants will report a decrease in negative consequences from substance misuse.

6.1.6. School-Based Vaccination Clinics

6.1.6.1. Annual increase in the percent of students receiving seasonal influenza vaccination in school-based clinics.

6.1.6.2. Annual increase in the percentage of schools identified by NHIP that participate in the Free/Reduced School Lunch Program; or completion of at least 50% of schools listed.

6.1.6.3. Vaccine wastage shall be kept below 5%.

6.1.7. Childhood Lead Poisoning Prevention Community Assessment

6.1.7.1. At least one (1) representative from the RPHN attends a one-day meeting hosted by the HHLPPP to review data pertaining to the burden of lead in the region.

6.1.7.2. At least six (6) diverse partners from the region participate in an educational session on the burden of lead poisoning.

6.1.7.3. Submission of a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

6.1.8. Blood Lead Surveillance Quality Improvement (not applicable to Greater Sullivan Region)

6.1.9.

6.1.9.1. Provide one (1) report to the HHLPPP Identifying blood lead testing rates and variations by DHMC practice site, specialty and provider level.

6.1.9.2. Identify methodology/procedure for transferring electronic blood lead data from DHMC to the HHLPPP.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   1.1. This Agreement is funded with funds from the:

      1.1.1. Federal Funds from the US Centers for Disease Control and Prevention, Preventive Health Services, Catalog of Federal Domestic Assistance (CFDA #) 93.991, Federal Award Identification Number (FAIN) #B01OT009205.

      1.1.2. Federal Funds from the US Centers for Disease Control and Prevention, Public Health Emergency Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.069, Federal Award Identification Number (FAIN) #U90TP000535, and General Funds.

      1.1.3. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance (CFDA #) 93.959, Federal Award Identification Number (FAIN) #TI010035, and General Funds

      1.1.4. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative, Catalog of Federal Domestic Assistance (CFDA #) 93.243, Federal Award Identification Number (FAIN) #SP020796

      1.1.5. Federal Funds from the US Centers for Disease Control and Prevention, National Center for Immunization and Respiratory Diseases, Catalog of Federal Domestic Assistance (CFDA #) 93.268, Federal Award Identification Number (FAIN) #H23IP000757

      1.1.6. Federal Funds from the US Department of Health and Human Services, Public Health Hospital Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.889, Federal Award Identification Number (FAIN) #U90TP000535.

      1.1.7. Federal Funds from the US Department of Health and Human Services, Childhood Lead Poisoning Prevention and Surveillance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.197, Federal Award Identification Number (FAIN) #NUE2EH001408.

      1.1.8. And General Funds from the State of New Hampshire.

   1.2. The Contractor shall provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

   1.3. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2. Program Funding

2.1. The Contractor shall be paid up to the amounts specified for each program/scope of work identified in Exhibit B-1 Program Funding.

2.2. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

2.2.1. Utilize budget forms as provided by the Department

2.2.2. Submit a budget for each program/scope of work for each state fiscal year in accordance with Exhibit B-1.

2.2.3. Collaborate with the Department to incorporate approved budgets into this agreement by Amendment.

3. Payment for said services shall be made monthly as follows:

3.1. 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 budget line items in Section 2.2 above.

3.2. The Contractor shall submit an invoice form provided by the Department no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

3.3. The Contractor shall ensure the invoices are completed, signed, dated and returned to the Department in order to initiate payments.

3.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

3.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

3.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHSContractBilling@dhhs.nh.gov

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

6. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Vendor Name: Mary Hitchcock Memorial Hospital
Contract Name: Regional Public Health Network Services

Region: Upper Valley

State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse Prevention	Continuum of Care	Young Adult Substance Misue Preventioin Strategies*	School-Based Vaccination Clinics	Childhood Lead Poisoning Prevention Community Assessment	Hepatitis A Vaccination Clinics	Blood Lead Surveillance Quality Improvement
2019	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200.00	$ 10,000.00	$ 5,714.00
2020	$ 30,000.00	$ 93,600.00	$ 84,575.00	$ 37,037.00	$ 83,220.00	$ 15,000.00	$ 1,800.00	$ 10,000.00	$ 34,286.00
2021	$ 30,000.00	$ 93,600.00	$ 84,575.00	$ 37,037.00	$ 20,805.00	$ 15,000.00	$ -	$ -	$ -

Region: Greater Sullivan

State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse Prevention	Continuum of Care	Young Adult Substance Misue Preventioin Strategies*	School-Based Vaccination Clinics	Childhood Lead Poisoning Prevention Community Assessment	Hepatitis A Vaccination Clinics	Blood Lead Surveillance Quality Improvement
2019	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200.00	$ 10,000.00	not applicable
2020	$ 30,000.00	$ 93,600.00	$ 84,275.00	$ 37,137.00	$ 80,850.00	$ 15,000.00	$ 1,800.00	$ 10,000.00	not applicable
2021	$ 30,000.00	$ 93,600.00	$ 84,275.00	$ 37,187.00	$ 20,213.00	$ 15,000.00	$ -	$ -	not applicable

*Young Adult Strategies State Fiscal Year 2021 Funding ends September 30, 2020.

Contractor Initials:____
Contractor:____

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials EM
Date 5/29/19

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials DM
Date 5/29/19

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

1.3 Subsection 14.2 of Section 10, Insurance, is deleted and replaced as follows:

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.

1.4 The first sentence of Subsection 15.2 of Section 15, Workers' Compensation, is deleted and replaced as follows:

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 as required in N.H. RSA chapter 281-A.

2. Revisions to Standard Exhibits

2.1 Exhibit C

2.2.1 Section 10, Confidentiality of Records, is deleted and replaced as follows:

All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA; and provided further that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his/her attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

2.2.2 Section 14, Prior Approval and Copyright Ownership, is deleted and replaced as follows:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use.

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

Vendor Initials BM
Date 5/29/15

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.

5/29/2019
Date

Vendor Name:

Edward J. Merrens
Name: Edward J. Merrens
Title: Chief Clinical Officer

Vendor Initials EM
Date 5/29/19

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

8/29/2015
Date

Edward J. Merrens
Name: Edward J. Merrens
Title: Chief Clinical Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5/29/2019
Date

Vendor Name:
Edward J. Merrens
Name: Edward J. Merrens
Title: Chief Clinical Officer

EM
Vendor Initials
Date 5/29/19

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

5/29/2019
Date

Vendor Name:

Name: Edward J. Merrens
Title: Chief Clinical Officer

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

5/29/2019
Date

Edward J. Merrens
Name: Edward J. Merrens
Title: Chief Clinical Officer

Vendor Initials EJM
Date 5/29/19

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Vendor Initials CM

Date 3/18/15

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Vendor Initials

Date 5/29/19

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Mary Hitchcock Memorial Hospital
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Edward J. Merrens
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	Chief Clinical Officer
Title of Authorized Representative	Title of Authorized Representative
5/31/19	5/29/2019
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor 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 Vendor 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.

Vendor Name:

5/29/2019
Date

Edward J. Merrens
Name: Edward J. Merrens
Title: Chief Clinical Officer

Vendor Initials EJM
Date 5/29/19

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 069910297

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Vendor Initials DM
Date 5/29/15

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," "Confidential Data," or "Data" (as defined in Exhibit K), 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'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 a security policy, which includes successful attempts) 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

Contractor Initials EM
Date 5/29/19

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 documents or mail.

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

Contractor Initials EDM
Date 5/29/19

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. 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.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor 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. Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS Data.
3. Encrypted Email. Contractor 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 Contractor 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. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. Contractor 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 Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If Contractor is employing remote communication to

access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor 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 Contractor 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 DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. 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 accessed or utilized for purposes of carrying out this contract.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting DHHS 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, current, updated, and

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maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. 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.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media

used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End-User will maintain 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.

5. 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.

6. 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.

7. The Contractor will not store 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.

8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

9. 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, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable

health information and as applicable under State law.

10. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

12. 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.

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with– the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

Contractor Initials DM
Date 5/29/19

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

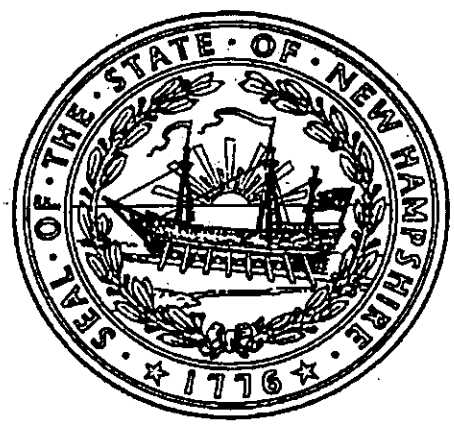
Contractor Initials
Date 5/21/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. 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: **68517**
Certificate Number: **0004496386**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2019.

William M. Gardner
Secretary of State

Dartmouth-Hitchcock
Dartmouth-Hitchcock Medical Center
1 Medical Center Drive
Lebanon, NH 03756
Dartmouth-Hitchcock.org

Dartmouth-Hitchcock

CERTIFICATE OF VOTE/AUTHORITY

I, Charles G. Plimpton, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

1. I am the duly elected Secretary and Treasurer of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

   ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets

   "In exercising this [fiduciary] duty, the Board may, consistent with the Corporation's Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable."
3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer, the Chief Clinical Officer, and other officers, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Edward J. Merrens, MD is the Chief Clinical Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary and Treasurer of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 29th day of May 2019.

Charles G. Plimpton
Board of Trustees, Secretary/Treasurer

STATE OF NH

COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 29th day of May, 2019, by Charles Plimpton.

LAURA K. RONDEAU
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
- MY COMMISSION EXPIRES APRIL 19, 2022 -

Notary Public
My Commission Expires: April 19, 2022

DARTHIT-01 DMCDONALD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT NAME: Dan McDonald PHONE (A/C, No, Ext): (508) 808-7293 FAX (A/C, No): (866) 235-7129 E-MAIL ADDRESS: dan.mcdonald@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Safety National Casualty Corporation — 15105
INSURED Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			AGC4059104	07/01/2018	07/01/2019	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ N / A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Workers Compensation coverage for Dartmouth-Hitchcock Health

CERTIFICATE HOLDER	CANCELLATION
NH DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

DATE: 02/01/2019

COMPANY AFFORDING COVERAGE
Hamden Assurance Risk Retention Group, Inc.
P.O. Box 1687
30 Main Street, Suite 330
Burlington, VT 05401

INSURED
Mary Hitchcock Memorial Hospital – DH-H
One Medical Center Drive
Lebanon, NH 03756
(603)653-6850

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COVERAGES

This is to certify that the Policy listed below have been issued to the Named Insured above for the Policy Period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims. This policy issued by a risk retention group may not be subject to all insurance laws and regulations in all states. State insurance insolvency funds are not available to a risk retention group policy.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002018-A	07/01/2018	06/30/2019	EACH OCCURRENCE	$1,000,000
					PRODUCTS-COMP/OP AGGREGATE	
X	CLAIMS MADE				PERSONAL ADV INJURY	
					GENERAL AGGREGATE	$3,000,000
	OCCURRENCE				FIRE DAMAGE	
OTHER					MEDICAL EXPENSES	
PROFESSIONAL LIABILITY					EACH CLAIM	
	CLAIMS MADE				ANNUAL AGGREGATE	
	OCCURENCE					
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Certificate of Insurance issued as evidence of insurance for the transfer of NH DHHS Injury Prevention Center 2018 agreements transferring from Dartmouth College to Dartmouth Hitchcock.

CERTIFICATE HOLDER

State of New Hampshire
DHHS

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Dartmouth-Hitchcock

Dartmouth-Hitchcock Medical Center
One Medical Center Drive
Lebanon, NH 03756-0001
Phone (603) 650-4068
dartmouth-hitchcock.org

Mary Hitchcock Memorial Hospital

May 2019

Mission Statement: *We advance health through research, education, clinical practice, and community partnerships, providing each person the best care, in the right place, at the right time, every time.*

Dartmouth-Hitchcock Health and Subsidiaries

Report on Federal Awards in Accordance With the Uniform Guidance
June 30, 2018
EIN #02–0222140

Dartmouth-Hitchcock Health and Subsidiaries
Index
June 30, 2018 and 2017

Part I
Financial Statements and
Schedule of Expenditures of Federal Awards

pwc

Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2018 and June 30, 2017, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended.

Management's Responsibility for the consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We did not audit the financial statements of Alice Peck Day Hospital, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets of 2.8% of consolidated total assets at June 30, 2017 and total revenues of 3.3% of consolidated total revenue for the year then ended. Those statements were audited by other auditors whose report thereon has been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for Alice Peck Day Hospital, is based solely on the report of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement. The financial statements of Alice Peck Day Hospital were not audited in accordance with *Government Auditing Standards* in 2017.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to

fraud or error. In making those risk assessments, we consider internal control relevant to the Health System's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Health System's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audits and the report of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2018 and June 30, 2017, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards for the year ended June 30,

2018 is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated 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 November 7, 2018 on our consideration of the Health System'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 for the year ended June 30, 2018. 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 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 Health System's internal control over financial reporting and compliance

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 7, 2018

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Assets		
Current assets		
Cash and cash equivalents	$ 200,169	$ 68,498
Patient accounts receivable, net of estimated uncollectibles of $132,228 and $121,340 at June 30, 2018 and 2017 (Note 3)	219,228	237,260
Prepaid expenses and other current assets	97,502	89,203
Total current assets	516,899	394,961
Assets limited as to use (Notes 4 and 6)	706,124	662,323
Other investments for restricted activities (Notes 4 and 6)	130,896	124,529
Property, plant, and equipment, net (Note 5)	607,321	609,975
Other assets	108,785	97,120
Total assets	$ 2,070,025	$ 1,888,908
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 9)	$ 3,464	$ 18,357
Current portion of liability for pension and other postretirement plan benefits (Note 10)	3,311	3,220
Accounts payable and accrued expenses (Note 12)	95,753	89,160
Accrued compensation and related benefits	125,576	114,911
Estimated third-party settlements (Note 3)	41,141	27,433
Total current liabilities	269,245	253,081
Long-term debt, excluding current portion (Note 9)	752,975	616,403
Insurance deposits and related liabilities (Note 11)	55,516	50,960
Interest rate swaps (Notes 6 and 9)	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion (Note 10)	242,227	282,971
Other liabilities	88,127	90,548
Total liabilities	1,408,090	1,314,879
Commitments and contingencies (Notes 3, 5, 6, 9, and 12)		
Net assets		
Unrestricted (Note 8)	524,102	424,947
Temporarily restricted (Notes 7 and 8)	82,439	94,917
Permanently restricted (Notes 7 and 8)	55,394	54,165
Total net assets	661,935	574,029
Total liabilities and net assets	$ 2,070,025	$ 1,888,908

The accompanying notes are an integral part of these consolidated financial statements.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Unrestricted revenue and other support		
Net patient service revenue, net of contractual allowances and discounts	$ 1,899,095	$ 1,859,192
Provision for bad debts (Note 1 and 3)	47,367	63,645
Net patient service revenue less provision for bad debts	1,851,728	1,795,547
Contracted revenue (Note 2)	54,969	43,671
Other operating revenue (Note 2 and 4)	148,946	119,177
Net assets released from restrictions	13,461	11,122
Total unrestricted revenue and other support	2,069,104	1,969,517
Operating expenses		
Salaries	989,263	966,352
Employee benefits	229,683	244,855
Medical supplies and medications	340,031	306,080
Purchased services and other	291,372	289,805
Medicaid enhancement tax (Note 3)	67,692	65,069
Depreciation and amortization	84,778	84,562
Interest (Note 9)	18,822	19,838
Total operating expenses	2,021,641	1,976,561
Operating income (loss)	47,463	(7,044)
Non-operating gains (losses)		
Investment gains (Notes 4 and 9)	40,387	51,056
Other losses	(2,908)	(4,153)
Loss on early extinguishment of debt	(14,214)	-
Loss due to swap termination	(14,247)	-
Contribution revenue from acquisition	-	20,215
Total non-operating gains, net	9,018	67,118
Excess of revenue over expenses	$ 56,481	$ 60,074

The accompanying notes are an integral part of these consolidated financial statements.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Unrestricted net assets		
Excess of revenue over expenses	$ 56,481	$ 60,074
Net assets released from restrictions	16,313	1,839
Change in funded status of pension and other postretirement benefits (Note 10)	8,254	(1,587)
Other changes in net assets	(185)	(3,364)
Change in fair value of interest rate swaps (Note 9)	4,190	7,802
Change in interest rate swap effectiveness	14,102	-
Increase in unrestricted net assets	99,155	64,764
Temporarily restricted net assets		
Gifts, bequests, sponsored activities	13,050	26,592
Investment gains	2,964	1,677
Change in net unrealized gains on investments	1,282	3,775
Net assets released from restrictions	(29,774)	(12,961)
Contribution of temporarily restricted net assets from acquisition	-	103
(Decrease) increase in temporarily restricted net assets	(12,478)	19,186
Permanently restricted net assets		
Gifts and bequests	1,121	300
Investment gains in beneficial interest in trust	108	245
Contribution of permanently restricted net assets from acquisition	-	30
Increase in permanently restricted net assets	1,229	575
Change in net assets	87,906	84,525
Net assets		
Beginning of year	574,029	489,504
End of year	$ 661,935	$ 574,029

The accompanying notes are an integral part of these consolidated financial statements.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2018 and 2017

(in thousands of dollars)	2018	2017
Cash flows from operating activities		
Change in net assets	$ 87,906	$ 84,525
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Change in fair value of interest rate swaps	(4,897)	(8,001)
Provision for bad debt	47,367	63,645
Depreciation and amortization	84,947	84,711
Contribution revenue from acquisition	-	(20,348)
Change in funded status of pension and other postretirement benefits	(8,254)	1,587
(Gain) loss on disposal of fixed assets	(125)	1,703
Net realized gains and change in net unrealized gains on investments	(45,701)	(57,255)
Restricted contributions and investment earnings	(5,460)	(4,374)
Proceeds from sales of securities	1,531	809
Loss from debt defeasance	14,214	381
Changes in assets and liabilities		
Patient accounts receivable, net	(29,335)	(35,811)
Prepaid expenses and other current assets	(8,299)	7,386
Other assets, net	(11,665)	(8,934)
Accounts payable and accrued expenses	19,693	(17,820)
Accrued compensation and related benefits	10,665	10,349
Estimated third-party settlements	13,708	7,783
Insurance deposits and related liabilities	4,556	(5,927)
Liability for pension and other postretirement benefits	(32,399)	8,935
Other liabilities	(2,421)	11,431
Net cash provided by operating and non-operating activities	136,031	124,775
Cash flows from investing activities		
Purchase of property, plant, and equipment	(77,598)	(77,361)
Proceeds from sale of property, plant, and equipment	-	1,087
Purchases of investments	(279,407)	(259,201)
Proceeds from maturities and sales of investments	273,409	276,934
Cash received through acquisition	-	3,564
Net cash used in investing activities	(83,596)	(54,977)
Cash flows from financing activities		
Proceeds from line of credit	50,000	65,000
Payments on line of credit	(50,000)	(101,550)
Repayment of long-term debt	(413,104)	(48,506)
Proceeds from issuance of debt	507,791	39,064
Repayment of interest rate swap	(16,019)	-
Payment of debt issuance costs	(4,892)	(274)
Restricted contributions and investment earnings	5,460	4,374
Net cash provided by (used in) financing activities	79,236	(41,892)
Increase in cash and cash equivalents	131,671	27,906
Cash and cash equivalents		
Beginning of year	68,498	40,592
End of year	$ 200,169	$ 68,498
Supplemental cash flow information		
Interest paid	$ 18,029	$ 23,407
Net assets acquired as part of acquisition, net of cash aquired	-	16,784
Non-cash proceeds from issuance of debt	137,281	-
Use of non-cash proceeds to refinance debt	(137,281)	-
Building construction in process financed by a third party	-	8,426
Construction in progress included in accounts payable and accrued expenses	1,569	14,669
Equipment acquired through issuance of capital lease obligations	17,670	-
Donated securities	1,531	809

The accompanying notes are an integral part of these consolidated financial statements.

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic and Subsidiaries (DHC), Mary Hitchcock Memorial Hospital and Subsidiaries (MHMH), (DHC and MHMH together are referred to as D-H), The New London Hospital Association and Subsidiaries (NLH), Windsor Hospital Corporation (d/b/a MT. Ascutney Hospital and Health Center) and Subsidiaries (MAHHC), Cheshire Medical Center and Subsidiaries (Cheshire), Alice Peck Day Memorial Hospital (APD), and the Visiting Nurse and Hospice of NH and VT and Subsidiaries (VNH). The "Health System" consists of D-HH, its affiliates and their subsidiaries.

The Health System currently operates one tertiary, one community and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a nursing home and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, MHMH, DHC, NLH, Cheshire, and APD are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC and VNH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

Community Benefits
The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

The Health System files annual Community Benefits Reports with the State of NH which outlines the community and charitable benefits it provides. VT hospitals are not required by law to file a state community benefit report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community health services* include activities carried out to improve community health and could include community health education (such as lectures, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

- *Subsidized health services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available to participate unless the responsibility was assumed by the government.
- *Research support and other grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.
- *Community health-related initiatives* occur outside of the organization(s) through various financial contributions of cash, in-kind, and grants to local organizations.
- *Community-building activities* include cash, in-kind donations, and budgeted expenditures for the development of programs and partnerships intended to address social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement. Community benefit operations includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.
- *Charity care (financial assistance)* represents services provided to patients who cannot afford healthcare services due to inadequate financial resources which result from being uninsured or underinsured. For the years ended June 30, 2018 and 2017, the Health System provided financial assistance to patients in the amount of approximately $39,446,000 and $29,934,000, respectively, as measured by gross charges. The estimated cost of providing this care for the years ended June 30, 2018 and 2017 was approximately $15,559,000 and $12,173,000, respectively. The estimated costs of providing charity care services are determined applying a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of costs to charges is calculated using total expenses, less bad debt, divided by gross revenue.
- *Government-sponsored healthcare services* are provided to Medicaid and Medicare patients at reimbursement levels that are significantly below the cost of the care provided.
- *The uncompensated cost of care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2017 was approximately $126,867,000. The 2018 Community Benefits Reports are expected to be filed in February 2019.

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2017:

(Unaudited, in thousands of dollars)

Government-sponsored healthcare services	$	287,845
Health professional education		33,197
Subsidized health services		30,447
Charity care		11,070
Community health services		6,829
Research		3,308
Community building activities		1,487
Financial contributions		1,417
Community benefit operations		913
Total community benefit value	$	376,513

The Health System also provides a significant amount of uncompensated care to its patients that are reported as provision for bad debts, which is not included in the amounts reported above. During the years ended June 30, 2018 and 2017, the Health System reported a provision for bad debt expense of approximately $47,367,000 and $63,645,000, respectively.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954, *Healthcare Entities*, which addresses the accounting for healthcare entities. The net assets, revenue, expenses, and gains and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions. Accordingly, unrestricted net assets are amounts not subject to donor-imposed stipulations and are available for operations. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America 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 dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include the allowance for estimated uncollectible accounts and contractual allowances, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

Excess of Revenue over Expenses

The consolidated statements of operations and changes in net assets include the excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on unrestricted investments, which are utilized to provide charity and other operational support. Peripheral activities, including unrestricted contribution income from acquisitions, loss on early extinguishment of debt, loss due to swap termination, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as non-operating gains (losses).

Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), change in funded status of pension and other postretirement benefit plans, and the effective portion of the change in fair value of interest rate swaps.

Charity Care and Provision for Bad Debts

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. Additions to the allowance for uncollectible accounts are made by means of the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance and subsequent recoveries are added. The amount of the provision for bad debts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 3).

Net Patient Service Revenue
Net patient service revenue is reported at the estimated net realizable amounts from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and bad debt expense. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 3).

Contracted Revenue
The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

Other Revenue
The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. This revenue includes retail pharmacy, joint operating agreements, grant revenue, cafeteria sales, meaningful use incentive payments and other support service revenue.

Cash Equivalents
Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

Investments and Investment Income
Investments in equity securities with readily determinable fair values, mutual funds and pooled/comingled funds, and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 6).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a nondistressed basis.

Certain affiliates of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated and permanently restricted assets were invested in these pooled funds by purchasing units based on the fair value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on unrestricted investments, change in value of equity method investments, interest, and dividends) are included in the excess of revenue over expenses and classified as non-operating gains and losses, unless the income or loss is restricted by donor or law (Note 8).

Fair Value Measurement of Financial Instruments
The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.

Level 2 Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.

Level 3 Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amount of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximates fair value due to the short maturity of these instruments.

Property, Plant, and Equipment
Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

Gifts of capital assets such as land, buildings, or equipment are reported as unrestricted support, and excluded from the excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of capital 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 capital assets are reported as restricted support. Absent explicit donor stipulations about how long those capital assets must be maintained, expirations of donor restrictions are reported when the donated or acquired capital assets are placed in service.

Bond Issuance Costs
Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within depreciation and amortization in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Trade Names
The Health System records trade names as intangible assets within other assets on the consolidated statements of financial position. The Health System considers trade names to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded $2,462,000 and $2,700,000 as intangible assets associated with its affiliations as of June 30, 2018 and 2017, respectively.

Derivative Instruments and Hedging Activities
The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which require that all derivative instruments be recorded at their respective fair values in the consolidated balance sheets.

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheets, specific firm commitments or forecasted transactions. The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in unrestricted net assets until earnings are affected by the variability in cash

flows of the designated hedged item. The ineffective portion of the change in fair value of a cash flow hedge is reported in excess of revenue over expenses in the consolidated statements of operations and changes in net assets.

The Health System discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheets and recognizes any subsequent changes in its fair value in excess of revenue over expenses.

Gifts and Bequests
Unrestricted gifts and bequests are recorded net of related expenses as non-operating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported as either temporarily or permanently restricted if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

Recently Issued Accounting Pronouncements
In May 2014, the FASB issued ASU 2014-09 - *Revenue from Contracts with Customers* and in August 2015, the FASB amended the guidance to defer the effective date of this standard by one year. ASU 2014-09 affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards. The core principle of the guidance in ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Health System is in the process of completing an evaluation of the requirements of the new standard, which became effective on July 1, 2018. In addition, the Health System is in the process of drafting the new disclosures required post implementation. The Health System plans to use a modified retrospective method of application to adopt ASU 2014-09 on July 1, 2018. The Health System will use a portfolio approach to apply the new model to classes of payers with similar characteristics and analyze cash collection trends over an appropriate collection look-back period depending on the payer. Adoption of ASU 2014-09 will result in changes to the presentation for and disclosure of revenue related to uninsured or underinsured patients. Prior to the adoption of ASU 2014-09, a significant portion of the provision for doubtful accounts related to self-pay patients, as well as co-pays and deductibles owed to the Health System by patients. Under ASU 2014-09, the estimated uncollectible amounts due from these patients are generally considered a direct reduction to net operating revenues and, correspondingly, result in a material reduction in the amounts presented separately as provision for doubtful accounts. The Health System is also in the process of completing an assessment of the impact of the new standard on other operating revenue and various reimbursement programs that represent variable consideration. These include supplemental state Medicaid programs, disproportionate share payments and settlements with third party payers. The payment mechanisms for these types of programs vary by state. While the adoption of ASU 2014-09 will

have a material effect on the presentation of net operating revenues in the Health System's consolidated statements of operations and changes in net assets, and will impact certain disclosures, it will not materially impact the financial position, results of operations or cash flows.

In February 2016, the FASB issued ASU 2016-02 - *Leases*, which requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, on its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal years beginning after December 15, 2018, or fiscal year 2020 for the Health System. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue. Impairment of such investments must be assessed qualitatively at each reporting period. Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes. The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System. The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) was early adopted during the year ended June 30, 2017.

In August 2016, the FASB issued ASU 2016-14 - *Presentation of Financial Statements for Not-for-Profit Entities*. The new pronouncement amends certain financial reporting requirements for not-for-profit entities, including revisions to the classification of net assets and expanded disclosure requirements concerning expenses and liquidity. The ASU is effective for the Health System for the year ending June 30, 2019. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

3. Patient Service Revenue and Accounts Receivable

Patient service revenue is reported net of contractual allowances and the provision for bad debts as follows for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Gross patient service revenue	$ 5,180,649	$ 4,865,332
Less: Contractual allowances	3,281,554	3,006,140
Provision for bad debt	47,367	63,645
Net patient service revenue	$ 1,851,728	$ 1,795,547

Accounts receivable are reduced by an allowance for estimated uncollectibles. In evaluating the collectability of accounts receivable, the Health System analyzes past collection history and identifies trends for several categories of self-pay accounts (uninsured, residual balances, pre-collection accounts and charity) to estimate the appropriate allowance percentages in establishing

the allowance for bad debt expense. Management performs collection rate look-back analyses on a quarterly basis to evaluate the sufficiency of the allowance for estimated uncollectibles. Throughout the year, after all reasonable collection efforts have been exhausted, the difference between the standard rates and the amounts actually collected, including contractual adjustments and uninsured discounts, will be written off against the allowance for estimated uncollectibles. In addition to the review of the categories of revenue, management monitors the write offs against established allowances as of a point in time to determine the appropriateness of the underlying assumptions used in estimating the allowance for estimated uncollectibles.

Accounts receivable, prior to adjustment for estimated uncollectibles, are summarized as follows at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Receivables		
Patients	$ 94,104	$ 90,786
Third-party payors	250,657	263,240
Nonpatient	6,695	4,574
	$ 351,456	$ 358,600

The allowance for estimated uncollectibles is $132,228,000 and $121,340,000 as of June 30, 2018 and 2017.

The following table categorizes payors into five groups and their respective percentages of gross patient service revenue for the years ended June 30, 2018 and 2017:

	2018	2017
Medicare	43 %	43 %
Anthem/Blue Cross	18	18
Commercial insurance	20	20
Medicaid	13	13
Self-pay/other	6	6
	100 %	100 %

The Health System has agreements with third-party payors that provide for payments at amounts different from their established rates. A summary of the acute care payment arrangements in effect during the years ended June 30, 2018 and 2017 with major third-party payors follows:

Medicare
The Health System's inpatient acute care services provided to Medicare program beneficiaries are paid at prospectively determined rates-per-discharge. These rates vary according to a patient classification system that is based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system. Under this system, outpatient services are reimbursed based on a pre-determined amount for each outpatient procedure, subject to various mandated modifications. The Health System is reimbursed during the year for services to Medicare beneficiaries based on varying interim

payment methodologies. Final settlement is determined after the submission of an annual cost report and subsequent audit of this report by the Medicare fiscal intermediary.

Certain of the Health System's affiliates qualify as Critical Access Hospitals (CAH), which are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, for its inpatient acute, swing bed, and outpatient services, excluding ambulance services and inpatient hospice care. They are reimbursed at an interim rate for cost based services with a final settlement determined by the Medicare Cost Report filing. The nursing home and Rehabilitation distinct part units are not impacted by CAH designation. Medicare reimburses both services based on an acuity driven prospective payment system with no retrospective settlement.

Certain of the Health System's affiliates qualify as Home Health and Hospice Providers. Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines. Hospice services to clients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Medicaid
The Health System's payments for inpatient services rendered to NH Medicaid beneficiaries are based on a prospective payment system, while outpatient services are reimbursed on a retrospective cost basis or fee schedules. NH Medicaid Outpatient Direct Medical Education costs are reimbursed, as a pass-through, based on the filing of the Medicare cost report. Payment for inpatient and outpatient services rendered to VT Medicaid beneficiaries are based on prospective payment systems and the skilled nursing facility is reimbursed on a prospectively determined per diem rate.

During the years ended June 30, 2018 and 2017, the Health System recorded State of NH Medicaid Enhancement Tax (MET) and State of VT Provider Tax of $67,692,000 and $65,069,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain net patient revenues in accordance with instructions received from the States. The provider taxes are included in Medicaid enhancement tax in the consolidated statements of operations and changes in net assets.

During fiscal year 2016, Vermont state legislation passed changes to the tax base for home health providers from 19.30% of core home health care services (primarily Medicaid services) with a cap of 6% of net patient service revenue to 3.63% of net patient revenue for fiscal year 2017 and fiscal year 2018. Home health provider tax paid, which is included in purchased services and other in the consolidated statements of operations and changes in net assets, was $737,000 and $645,000 in 2018 and 2017, respectively.

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax "SB 369". As part of this agreement the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation.

In May of 2018, the State of NH and NH Hospitals reached a new seven-year agreement through 2024. Under the terms of this agreement, the hospitals agreed to accept approximately $28 million less in DSH payments to which they are entitled in fiscal year 2018 and fiscal year 2019 in exchange for greater certainty about both future DSH payments and increases in Medicaid reimbursement rates. The new agreement contains a number of safeguards. In the event of adverse federal legislative or administrative changes to the DSH program, the agreement provides for alternative payments (e.g., other Medicaid supplemental payments or rate increases that will compensate the hospitals for any loss of DSH revenue). Additionally, the hospitals have filed a declaratory judgment petition based on the terms of the 2018 agreement, to which the State of NH has consented and on which a court order has been entered. If the State of NH breaches any term of the 2018 agreement, the hospitals are entitled to recoup the balance of DSH payments forfeited in fiscal year 2018 and fiscal year 2019.

Pursuant to this agreement, the State of NH made DSH payments to D-HH member hospitals in NH in the aggregate amount of approximately $66,383,000 for fiscal year 2018. In fiscal year 2017, D-HH member hospitals in NH received approximately $59,473,000.

The Health Information Technology for Economic and Clinical Health (HITECH) Act included in the American Recovery and Reinvestment Act (ARRA) provides incentives for the adoption and use of health information technology by Medicare and Medicaid providers and eligible professionals. The Health System has recognized meaningful use incentives of $344,000 and $1,156,000 for both the Medicare and Vermont Medicaid programs during the years ended June 30, 2018 and 2017, respectively.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with laws and regulations can be subject to future government review and interpretation as well as significant regulatory action; failure to comply with such laws and regulations can result in fines, penalties and exclusion from the Medicare and Medicaid programs.

Other

For services provided to patients with commercial insurance, the Health System receives payment for inpatient services at prospectively determined rates-per-discharge, prospectively determined per diem rates or a percentage of established charges. Outpatient services are reimbursed on a fee schedule or at a discount from established charges.

Non-acute and physician services are paid at various rates under different arrangements with governmental payors, commercial insurance carriers and health maintenance organizations. The basis for payments under these arrangements includes prospectively determined per visit rates, discounts from established charges, fee schedules, and reasonable cost subject to limitations.

The Health System has provided for its estimated final settlements with all payors based upon applicable contracts and reimbursement legislation and timing in effect for all open years (2013 - 2018). The differences between the amounts provided and the actual final settlement, if any, is recorded as an adjustment to net patient service revenue as amounts become known or as years are no longer subject to audits, reviews and investigations. During 2018 and 2017, changes in prior estimates related to the Health System's settlements with third-party payors resulted in (decreases) increases in net patient service revenue of ($5,604,000) and $2,000,000 respectively, in the consolidated statements of operations and changes in net assets.

4. Investments

The composition of investments at June 30, 2018 and 2017 is set forth in the following table:

(in thousands of dollars)	2018	2017
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 8,558	$ 9,923
U.S. government securities	50,484	44,835
Domestic corporate debt securities	109,240	100,953
Global debt securities	110,944	105,920
Domestic equities	142,796	129,548
International equities	106,668	95,167
Emerging markets equities	23,562	33,893
Real Estate Investment Trust	816	791
Private equity funds	50,415	39,699
Hedge funds	32,831	30,448
	636,314	591,177
Investments held by captive insurance companies (Note 11)		
U.S. government securities	30,581	18,814
Domestic corporate debt securities	16,764	21,681
Global debt securities	4,513	5,707
Domestic equities	8,109	9,048
International equities	7,971	13,888
	67,938	69,138
Held by trustee under indenture agreement (Note 9)		
Cash and short-term investments	1,872	2,008
Total assets limited as to use	706,124	662,323
Other investments for restricted activities		
Cash and short-term investments	4,952	5,467
U.S. government securities	28,220	28,096
Domestic corporate debt securities	29,031	27,762
Global debt securities	14,641	14,560
Domestic equities	20,509	18,451
International equities	17,521	15,499
Emerging markets equities	2,155	3,249
Real Estate Investment Trust	954	790
Private equity funds	4,878	3,949
Hedge funds	8,004	6,676
Other	31	30
Total other investments for restricted activities	130,896	124,529
Total investments	$ 837,020	$ 786,852

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used when debt securities or equity securities are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2018 and 2017. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 6.

	2018		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 15,382	$ -	$ 15,382
U.S. government securities	109,285	-	109,285
Domestic corporate debt securities	95,481	59,554	155,035
Global debt securities	49,104	80,994	130,098
Domestic equities	157,011	14,403	171,414
International equities	60,002	72,158	132,160
Emerging markets equities	1,296	24,421	25,717
Real Estate Investment Trust	222	1,548	1,770
Private equity funds	-	55,293	55,293
Hedge funds	-	40,835	40,835
Other	31		31
	$ 487,814	$ 349,206	$ 837,020

	2017		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 17,398	$ -	$ 17,398
U.S. government securities	91,745	-	91,745
Domestic corporate debt securities	121,631	28,765	150,396
Global debt securities	45,660	80,527	126,187
Domestic equities	144,618	12,429	157,047
International equities	29,910	94,644	124,554
Emerging markets equities	1,226	35,916	37,142
Real Estate Investment Trust	128	1,453	1,581
Private equity funds	-	43,648	43,648
Hedge funds	-	37,124	37,124
Other	30	-	30
	$ 452,346	$ 334,506	$ 786,852

Investment income is comprised of the following for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Unrestricted		
Interest and dividend income, net	$ 12,324	$ 4,418
Net realized gains on sales of securities	24,411	16,868
Change in net unrealized gains on investments	4,612	30,809
	41,347	52,095
Temporarily restricted		
Interest and dividend income, net	1,526	1,394
Net realized gains on sales of securities	1,438	283
Change in net unrealized gains on investments	1,282	3,775
	4,246	5,452
Permanently restricted		
Change in net unrealized gains on beneficial interest in trust	108	245
	108	245
	$ 45,701	$ 57,792

For the years ended June 30, 2018 and 2017 unrestricted investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately $960,000 and $1,039,000 and as non-operating gains of approximately $40,387,000 and 51,056,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2018 and 2017, the Health System has committed to contribute approximately $137,219,000 and $119,719,000 to such funds, of which the Health System has contributed approximately $91,942,000 and $81,982,000 and has outstanding commitments of $45,277,000 and $37,737,000, respectively.

5. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Land	$ 38,058	$ 38,058
Land improvements	42,295	37,579
Buildings and improvements	876,537	818,831
Equipment	818,902	766,667
Equipment under capital leases	20,966	20,495
	1,796,758	1,681,630
Less: Accumulated depreciation and amortization	1,200,549	1,101,058
Total depreciable assets, net	596,209	580,572
Construction in progress	11,112	29,403
	$ 607,321	$ 609,975

As of June 30, 2018, construction in progress primarily consists of the building renovations taking place at the birthing pavilion in Lebanon, NH as well as the information systems PeopleSoft project for APD and Cheshire. The estimated cost to complete the birthing pavilion at June 30, 2018 is $200,000 and the estimated cost to complete the PeopleSoft project is $2,775,000.

The construction in progress for the Hospice & Palliative Care building reported as of June 30, 2017 was completed during the second quarter of fiscal year 2018 and APD's medical office building was completed in the fourth quarter of fiscal year 2018.

Depreciation and amortization expense included in operating and non-operating activities was approximately $84,947,000 and $84,711,000 for 2018 and 2017, respectively.

6. Fair Value Measurements

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

Cash and Short-Term Investments
Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

Domestic, Emerging Markets and International Equities
Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. Government Securities, Domestic Corporate and Global Debt Securities
Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

Interest Rate Swaps
The fair value of interest rate swaps, are determined using the present value of the fixed and floating legs of the swaps. Each series of cash flows are discounted by observable market interest rate curves and credit risk. All interest rate swaps held by the Health System were extinguished as part of Series 2018A and Series 2018B bond issuance (Note 9).

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although management believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2018 and 2017:

	2018					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 15,382	$ -	$ -	$ 15,382	Daily	1
U.S. government securities	109,285	-	-	109,285	Daily	1
Domestic corporate debt securities	41,488	53,993	-	95,481	Daily–Monthly	1–15
Global debt securities	32,874	16,230	-	49,104	Daily–Monthly	1–15
Domestic equities	157,011	-	-	157,011	Daily–Monthly	1–10
International equities	59,924	78	-	60,002	Daily–Monthly	1–11
Emerging market equities	1,296	-	-	1,296	Daily–Monthly	1–7
Real estate investment trust	222	-	-	222	Daily–Monthly	1–7
Other	-	31	-	31	Not applicable	Not applicable
Total investments	417,482	70,332	-	487,814		
Deferred compensation plan assets						
Cash and short-term investments	2,637	-	-	2,637		
U.S. government securities	38	-	-	38		
Domestic corporate debt securities	3,749	-	-	3,749		
Global debt securities	1,089	-	-	1,089		
Domestic equities	18,470	-	-	18,470		
International equities	3,584	-	-	3,584		
Emerging market equities	28	-	-	28		
Real estate	9	-	-	9		
Multi strategy fund	46,680	-	-	46,680		
Guaranteed contract	-	-	86	86		
Total deferred compensation plan assets	76,284	-	86	76,370	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,374	9,374	Not applicable	Not applicable
Total assets	$ 493,766	$ 70,332	$ 9,460	$ 573,558		

	2017					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 17,398	$ -	$ -	$ 17,398	Daily	1
U.S. government securities	91,745	-	-	91,745	Daily	1
Domestic corporate debt securities	66,238	55,393	-	121,631	Daily–Monthly	1–15
Global debt securities	28,142	17,518	-	45,660	Daily–Monthly	1–15
Domestic equities	144,618	-	-	144,618	Daily–Monthly	1–10
International equities	29,870	40	-	29,910	Daily–Monthly	1–11
Emerging market equities	1,226	-	-	1,226	Daily–Monthly	1–7
Real estate investment trust	128	-	-	128	Daily–Monthly	1–7
Other	-	30	-	30	Not applicable	Not applicable
Total investments	379,365	72,981	-	452,346		
Deferred compensation plan assets						
Cash and short-term investments	2,633	-	-	2,633		
U.S. government securities	37	-	-	37		
Domestic corporate debt securities	6,802	-	-	6,802		
Global debt securities	1,095	-	-	1,095		
Domestic equities	28,609	-	-	28,609		
International equities	9,595	-	-	9,595		
Emerging market equities	2,706	-	-	2,706		
Real estate	2,112	-	-	2,112		
Multi strategy fund	13,083	-	-	13,083		
Guaranteed contract	-	-	83	83		
Total deferred compensation plan assets	68,672	-	83	68,755	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,244	9,244	Not applicable	Not applicable
Total assets	$ 448,037	$ 72,981	$ 9,327	$ 530,345		
Liabilities						
Interest rate swaps	$ -	$ 20,916	$ -	$ 20,916	Not applicable	Not applicable
Total liabilities	$ -	$ 20,916	$ -	$ 20,916		

The following table is a rollforward of the statements of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

	2018		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,244	$ 83	$ 9,327
Purchases	-	-	-
Sales	-	-	-
Net unrealized gains	130	3	133
Net asset transfer from affiliate	-	-	-
Balances at end of year	$ 9,374	$ 86	$ 9,460

(in thousands of dollars)	2017 Beneficial Interest in Perpetual Trust	2017 Guaranteed Contract	2017 Total
Balances at beginning of year	$ 9,087	$ 80	$ 9,167
Purchases	-	-	-
Sales	-	-	-
Net unrealized gains	157	3	160
Net asset transfer from affiliate	-	-	-
Balances at end of year	$ 9,244	$ 83	$ 9,327

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2018 and 2017.

7. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Healthcare services	$ 19,570	$ 32,583
Research	24,732	25,385
Purchase of equipment	3,068	3,080
Charity care	13,667	13,814
Health education	18,429	17,489
Other	2,973	2,566
	$ 82,439	$ 94,917

Permanently restricted net assets consist of the following at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Healthcare services	$ 23,390	$ 22,916
Research	7,821	7,795
Purchase of equipment	6,310	6,274
Charity care	8,883	6,895
Health education	8,784	10,228
Other	206	57
	$ 55,394	$ 54,165

Income earned on permanently restricted net assets is available for these purposes.

8. Board Designated and Endowment Funds

Net assets include numerous funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Unrestricted net assets include funds designated by the Board of Trustees to function as endowments and the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Temporarily restricted net assets include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the temporary restrictions on these funds have been met, the funds are reclassified to unrestricted net assets.

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2018 and 2017.

Endowment net asset composition by type of fund consists of the following at June 30, 2018 and 2017:

	2018			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 31,320	$ 46,877	$ 78,197
Board-designated endowment funds	29,506	-	-	29,506
Total endowed net assets	$ 29,506	$ 31,320	$ 46,877	$ 107,703

	2017			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 29,701	$ 45,756	$ 75,457
Board-designated endowment funds	26,389	-	-	26,389
Total endowed net assets	$ 26,389	$ 29,701	$ 45,756	$ 101,846

Changes in endowment net assets for the year ended June 30, 2018:

	2018			
(in thousands of dollars)	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	$ 26,389	$ 29,701	$ 45,756	$ 101,846
Net investment return	3,112	4,246	-	7,358
Contributions	-	-	1,121	1,121
Transfers	5	(35)	-	(30)
Release of appropriated funds	-	(2,592)	-	(2,592)
Balances at end of year	$ 29,506	$ 31,320	46,877	$ 107,703
Balances at end of year			46,877	
Beneficial interest in perpetual trust			8,517	
Permanently restricted net assets			$ 55,394	

Changes in endowment net assets for the year ended June 30, 2017:

	2017			
(in thousands of dollars)	**Unrestricted**	**Temporarily Restricted**	**Permanently Restricted**	**Total**
Balances at beginning of year	$ 26,205	$ 25,780	$ 45,402	$ 97,387
Net investment return	283	5,285	2	5,570
Contributions	-	210	300	510
Transfers	-	(26)	22	(4)
Release of appropriated funds	(99)	(1,548)	-	(1,647)
Net asset transfer from affiliates	-	-	30	30
Balances at end of year	$ 26,389	$ 29,701	$ 45,756	$ 101,846

Balances at end of year	45,756
Beneficial interest in perpetual trust	8,409
Permanently restricted net assets	$ 54,165

9. Long-Term Debt

A summary of long-term debt at June 30, 2018 and 2017 is as follows:

(in thousands of dollars)	2018	2017
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2036 (1)	$ 83,355	$ -
Series 2016A, principal maturing in varying annual amounts, through August 2046 (3)	-	24,608
Series 2015A, principal maturing in varying annual amounts, through August 2031 (4)	-	82,975
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	-
Series 2017A, principal maturing in varying annual amounts, through August 2039 (2)	122,435	-
Series 2017B, principal maturing in varying annual amounts, through August 2030 (2)	109,800	-
Series 2016B, principal maturing in varying annual amounts, through August 2046 (3)	10,970	10,970
Series 2014A, principal maturing in varying annual amounts, through August 2022 (6)	26,960	26,960
Series 2014B, principal maturing in varying annual amounts, through August 2033 (6)	14,530	14,530
Series 2012A, principal maturing in varying annual amounts, through August 2031 (7)	-	71,700
Series 2012B, principal maturing in varying annual amounts, through August 2031 (7)	-	39,340
Series 2012, principal maturing in varying annual amounts, through July 2039 (11)	25,955	26,735
Series 2010, principal maturing in varying annual amounts, through August 2040 (9)	-	75,000
Series 2009, principal maturing in varying annual amounts, through August 2038 (10)	-	57,540
Total variable and fixed rate debt	$ 697,107	$ 430,358

A summary of long-term debt at June 30, 2018 and 2017 is as follows (continued):

(in thousands of dollars)	2018	2017
Other		
Revolving Line of Credit, principal maturing through March 2019 (5)	$ -	$ 49,750
Series 2012, principal maturing in varying annual amounts, through July 2025 (8)	-	136,000
Series 2010, principal maturing in varying annual amounts, through August 2040 (12)*	15,498	15,900
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment*	646	811
Note payable to a financial institution with entire principal due June 2029 that is collateralized by land and building. The note payable is interest free*	380	437
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046*	2,697	2,763
Obligations under capital leases	18,965	3,435
Total other debt	38,186	209,096
Total variable and fixed rate debt	697,107	430,358
Total long-term debt	735,293	639,454
Less: Original issue discounts and premiums, net	(26,862)	862
Bond issuance costs, net	5,716	3,832
Current portion	3,464	18,357
	$ 752,975	$ 616,403

*Represents nonobligated group bonds

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years ending June 30 and thereafter are as follows:

(in thousands of dollars)	2018
2019	$ 3,464
2020	10,495
2021	10,323
2022	10,483
2023	7,579
Thereafter	692,949
	$ 735,293

Dartmouth-Hitchcock Obligated Group (DHOG) Bonds.
MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of MHMH, DHC, Cheshire, NLH and MAHHC. D-HH is designated as the obligated group agent.

Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1.10x).

(1) Series 2018A and Series 2018B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B in February 2018. The Series 2018A Revenue Bonds were primarily used to refund a portion of Series 2015A and Series 2016A. The Series 2018B were primarily used to refund a portion of Series 2015A and Series 2016A, Revolving Line of Credit, Series 2012 Bank Loan and the Series 2015A and Series 2016A Swap terminations. A loss on the extinguishment of debt of approximately $578,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2018A Revenue Bonds is variable with a current interest rate of 5.00% and matures in variable amounts through 2037. The interest on the Series 2018B Revenue Bonds is fixed with an interest rate of 4.18% and matures in variable amounts through 2048.

(2) Series 2017A and Series 2017B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2017A and Series 2017B in December, 2017. The Series 2017A Revenue Bonds were primarily used to refund Series 2009 and Series 2010 and the Series 2017B Revenue Bonds were used to refund Series 2012A and Series 2012B. A loss on the extinguishment of debt of approximately $13,636,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2017A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2040. The interest on the Series 2017B Revenue Bonds is fixed with an interest rate of 2.54% and matures in variable amounts through 2031.

(3) Series 2016A and 2016B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2016A and 2016B in July 2016 through a private placement with a financial institution. The Series 2016A Revenue Bonds were primarily used to refund Series 2013A and Series 2013B and the Series 2016B Revenue Bonds were used to finance 2016 projects. Interest is equal to the sum of .70 times one month LIBOR plus .70 times the spread. The variable rate as of June 30 2017 was 1.48% The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2046. The Series 2016A Revenue Bonds were refunded in February 2018.

(4) Series 2015A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2015A in September 2015 through a private placement with a financial institution. The Series 2015A Revenue Bonds were primarily used to refinance a portion of the Series 2011 Revenue Bonds and to cover cost of issuance. The Series 2015A Revenue Bonds accrue interest variably and mature at various dates through 2031 based on the one-month London Interbank Offered Rate (LIBOR). The Series 2015A Revenue Bonds were refunded in February 2018.

(5) Revolving Line of Credit

The DHOG entered into a Revolving Line of Credit with TD Bank, N.A. (TD Bank). Interest on the TD Bank loan accrues variably and matures at various dates through March 2019. The Revolving Line of Credit was refunded in February 2018.

(6) Series 2014A and Series 2014B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

(7) Series 2012A and 2012B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2012A and Series 2012B in November 2012. The proceeds from the Series 2012A and 2012B were used to advance refund the Series 2002 Revenue Bonds and to cover cost of issuance. Interest on the 2012A Revenue Bonds is fixed with an interest rate of 2.29% and matures at various dates through 2031. Interest on the Series 2012B Revenue Bonds is fixed with an interest rate of 2.33% and matures at various dates through 2031. The Series 2012A and Series 2012B Revenue Bonds were refunded in December 2017.

(8) Series 2012 Bank Loan

The DHOG issued the Bank of America, N.A. Series 2012 note, in July 2012. The proceeds from the Series 2012 note were used to prefund the D-H defined benefit pension plan. Interest on the Series 2012 note accrues at a fixed rate of 2.47% and matures at various dates through 2025. The Series 2012 Bank Loan was refunded in February 2018.

(9) Series 2010 Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2010, in June 2010. The proceeds from the Series 2010 Revenue Bonds were primarily used to construct a 140,000 square foot ambulatory care facility in Nashua, NH as well as various equipment. Interest on the bonds accrue at a fixed rate of 5.00% and mature at various dates through August 2040. The Series 2010 Revenue Bonds were defeased in December 2017.

(10)Series 2009 Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2009, in August 2009. The proceeds from the Series 2009 Revenue Bonds were primarily used to advance refund the Series 2008 Revenue Bonds. Interest on the Series 2009 Revenue Bonds accrue at varying fixed rates between 5.00% and 6.00% and mature at various dates through August 2038. The Series 2009 Revenue Bonds were defeased in December 2017.

(11)Series 2012 Revenue Bonds

The NHHEFA issued $29,650,000 of tax-exempt Revenue Bonds, Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%). Principal is payable in annual installments ranging from $780,000 to $1,750,000 through July 2039. The Series 2012 Revenue Bonds were refunded in February 2018.

Outstanding joint and several indebtedness of the DHOG at June 30, 2018 and 2017 approximates $697,107,000 and $616,108,000, respectively.

Non Obligated Group Bonds

(12)Series 2010 Revenue Bonds

The Business Finance Authority (BFA) of the State of NH issued Revenue Bonds, Series 2010. Interest is based on an annual percentage rate equal to the sum of (a) 69% of the 1-Month LIBOR rate plus (b) 1.8975/5. APD may prepay certain of these bonds according to the terms of the loan and trust agreement. The bonds are redeemable at any time by APD at par value plus any accrued interest. The bonds are also subject to optional tender for purchase (as a whole) in November 2020 at par plus accrued interest.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $1,872,000 and $2,008,000 at June 30, 2018 and 2017, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 4). The debt service reserves are mainly comprised of escrowed funds held for future interest payments for the Cheshire debt.

For the years ended June 30, 2018 and 2017 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately $18,822,000 and $19,838,000 and is included in other non-operating losses of $2,793,000 and $3,135,000, respectively.

Swap Agreements

The Health System is subject to market risks such as changes in interest rates that arise from normal business operation. The Health System regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. The Health System has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

A summary of the Health System's derivative financial instruments is as follows:

- A Fixed Payor Swap designed as a cash flow hedge of the NHHEFA Series 2011 Revenue Bonds. The Swap had an initial notional amount of $91,040,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 4.56% in exchange for the counterparty's payment of 67% of USD-LIBOR-BBA. The Swap's term matches that of the associated bonds. The 2011 interest rate swap was not integrated with the 2011 bonds. When the 2011 bonds were refinanced, the swap became associated with the 2015 bond. The Fixed Payor Swap was terminated in February 2018.

- An Interest Rate Swap to hedge the interest rate risk associated with the NHHEFA Series 2013 Revenue Bonds. The Swap had an initial notional amount of $15,000,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 3.94% in exchange for the counterparty's payment at 67% of USD-LIBOR-BBA. The Swap term matches that of the associated bonds. The Interest Rate Swap was terminated in February, 2018.

- An Interest Rate Swap to hedge the interest rate risk associated with the VEHFBA Series 2010A Revenue Bonds. The Swap had an initial notional amount of $7,244,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 2.41% in exchange for the counterparty's payment of 69% of USD-LIBOR-BBA. The swap was terminated in September 2016, while the bonds will remain outstanding until 2030.

The obligation of the Health System to make payments on its bonds with respect to interest is in no way conditional upon the Health System's receipt of payments from the interest rate swap agreement counterparty.

As of June 30, 2018, there was no liability for interest rate swaps as all remaining swaps were terminated in February 2018. For the year ended June 30, 2018, the Health System recognized a non-operating loss due to swap termination of $14,247,000 relating to the swap termination. As of June 30, 2017, the fair value of the Health System's interest rate swaps was a liability of $20,916,000. The change in fair value during the years ended June 30, 2018 and 2017 was a decrease of $4,897,000 and $8,002,000, respectively. For the years ended June 30, 2018 and 2017 the Health System recognized a non-operating gain of $145,000 and $124,000 resulting from hedge ineffectiveness and amortization of frozen swaps.

10. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define contribution plans. In addition, certain affiliates provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen or had been approved by the applicable Board of Trustees to be frozen by January 31, 2017.

In December of 2016 the Board of Trustees approved to accelerate the freeze date on the remaining pension plan from December 31, 2017 to January 31, 2017. Effective with that date, the last of the participants earning benefits in any of the Health System's defined benefit plans will no longer earn benefits under the plans.

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

Defined Benefit Plans

Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Service cost for benefits earned during the year	$ 150	$ 5,736
Interest cost on projected benefit obligation	47,190	47,316
Expected return on plan assets	(64,561)	(64,169)
Net prior service cost	-	109
Net loss amortization	10,593	20,267
Special/contractural termination benefits	-	119
One-time benefit upon plan freeze acceleration	-	9,519
	$ (6,628)	$ 18,897

The following assumptions were used to determine net periodic pension expense as of June 30, 2018 and 2017:

	2018	2017
Discount rate	4.00 % – 4.30 %	4.20 % – 4.90 %
Rate of increase in compensation	N/A	Age Graded - N/A
Expected long-term rate of return on plan assets	7.50 % – 7.75 %	7.50 % – 7.75 %

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Change in benefit obligation		
Benefit obligation at beginning of year	$ 1,122,615	$ 1,096,619
Service cost	150	5,736
Interest cost	47,190	47,316
Benefits paid	(47,550)	(43,276)
Expenses paid	(172)	(183)
Actuarial (gain) loss	(34,293)	6,884
One-time benefit upon plan freeze acceleration	-	9,519
Benefit obligation at end of year	1,087,940	1,122,615
Change in plan assets		
Fair value of plan assets at beginning of year	878,701	872,320
Actual return on plan assets	33,291	44,763
Benefits paid	(47,550)	(43,276)
Expenses paid	(172)	(183)
Employer contributions	20,713	5,077
Fair value of plan assets at end of year	884,983	878,701
Funded status of the plans	(202,957)	(243,914)
Less: Current portion of liability for pension	(45)	(46)
Long term portion of liability for pension	(202,912)	(243,868)
Liability for pension	$ (202,957)	$ (243,914)

For the years ended June 30, 2018 and 2017 the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in unrestricted net assets include approximately $418,971,000 and $429,782,000 of net actuarial loss as of June 30, 2018 and 2017, respectively.

The estimated amounts to be amortized from unrestricted net assets into net periodic pension expense in fiscal year 2019 for net actuarial losses is $10,357,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately $1,087,991,000 and $1,123,010,000 at June 30, 2018 and 2017, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2018 and 2017:

	2018	2017
Discount rate	4.20 % – 4.50 %	4.00 % – 4.30 %
Rate of increase in compensation	N/A	N/A - 0.00 %

The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of June 30, 2018 and 2017, it is expected that the LDI strategy will hedge approximately 60% and 55%, respectively, of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	3%
U.S. government securities	0–10	5
Domestic debt securities	20–58	38
Global debt securities	6–26	8
Domestic equities	5–35	19
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	0
Private equity funds	0–5	0
Hedge funds	5–18	11

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 6. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are

generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2018 and 2017:

	2018					
(In thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 142	$ 35,817	$ -	$ 35,959	Daily	1
U.S. government securities	46,265	-	-	46,265	Daily–Monthly	1–15
Domestic debt securities	144,131	220,202	-	364,333	Daily–Monthly	1–15
Global debt securities	470	74,676	-	75,146	Daily–Monthly	1–15
Domestic equities	158,634	17,594	-	176,228	Daily–Monthly	1–10
International equities	18,656	80,803	-	99,459	Daily–Monthly	1–11
Emerging market equities	382	39,881	-	40,263	Daily–Monthly	1–17
REIT funds	371	2,686	-	3,057	Daily–Monthly	1–17
Private equity funds	-	-	23	23	See Note 6	See Note 6
Hedge funds	-	-	44,250	44,250	Quarterly–Annual	60–96
Total investments	$ 369,051	$ 471,659	$ 44,273	$ 884,983		

	2017					
(In thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 23	$ 29,792	$ -	$ 29,815	Daily	1
U.S. government securities	7,875	-	-	7,875	Daily–Monthly	1–15
Domestic debt securities	140,498	243,427	-	383,925	Daily–Monthly	1–15
Global debt securities	426	90,389	-	90,815	Daily–Monthly	1–15
Domestic equities	154,597	16,938	-	171,535	Daily–Monthly	1–10
International equities	9,837	93,950	-	103,787	Daily–Monthly	1–11
Emerging market equities	2,141	45,351	-	47,492	Daily–Monthly	1–17
REIT funds	362	2,492	-	2,854	Daily–Monthly	1–17
Private equity funds	-	-	96	96	See Note 6	See Note 6
Hedge funds	-	-	40,507	40,507	Quarterly–Annual	60–96
Total investments	$ 315,759	$ 522,339	$ 40,603	$ 878,701		

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2018 and 2017:

	2018		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 40,507	$ 96	$ 40,603
Sales	-	(51)	(51)
Net realized (losses) gains	-	(51)	(51)
Net unrealized gains	3,743	29	3,772
Balances at end of year	$ 44,250	$ 23	$ 44,273

	2017		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 38,988	$ 255	$ 39,243
Sales	(880)	(132)	(1,012)
Net realized (losses) gains	33	36	69
Net unrealized gains	2,366	(63)	2,303
Balances at end of year	$ 40,507	$ 96	$ 40,603

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2018 and 2017 were approximately $14,743,000 and $7,965,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2018 and 2017.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2018 and 2017.

The weighted average asset allocation for the Health System's Plans at June 30, 2018 and 2017 by asset category is as follows:

	2018	2017
Cash and short-term investments	4 %	3 %
U.S. government securities	5	1
Domestic debt securities	41	44
Global debt securities	9	10
Domestic equities	20	20
International equities	11	12
Emerging market equities	5	5
Hedge funds	5	5
	100 %	100 %

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately $20,480,000 to the Plans in 2019 however actual contributions may vary from expected amounts.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

(in thousands of dollars)

2019	$ 49,482
2020	51,913
2021	54,249
2022	56,728
2023	59,314
2024 – 2027	329,488

Defined Contribution Plans
The Health System has an employer-sponsored 401(a) plan for certain of its affiliates, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately $38,563,000 and $33,375,000 in 2018 and 2017, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

Various 403(b) and tax- sheltered annuity plans are available to employees of the Health System. Plan specifications vary by affiliate and plan. No employer contributions were made to any of these plans in 2018 and 2017 respectively.

Postretirement Medical and Life Benefits

The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Service cost	$ 533	$ 448
Interest cost	1,712	2,041
Net prior service income	(5,974)	(5,974)
Net loss amortization	10	689
	$ (3,719)	$ (2,796)

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Change in benefit obligation		
Benefit obligation at beginning of year	$ 42,277	$ 51,370
Service cost	533	448
Interest cost	1,712	2,041
Benefits paid	(3,174)	(3,211)
Actuarial loss (gain)	1,233	(8,337)
Employer contributions	-	(34)
Benefit obligation at end of year	42,581	42,277
Funded status of the plans	$ (42,581)	$ (42,277)
Current portion of liability for postretirement medical and life benefits	$ (3,266)	$ (3,174)
Long term portion of liability for postretirement medical and life benefits	(39,315)	(39,103)
Liability for postretirement medical and life benefits	$ (42,581)	$ (42,277)

For the years ended June 30, 2018 and 2017 the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit income and included in the change in unrestricted net assets are as follows:

(in thousands of dollars)	2018	2017
Net prior service income	$ (15,530)	$ (21,504)
Net actuarial loss	3,336	2,054
	$ (12,194)	$ (19,450)

The estimated amounts that will be amortized from unrestricted net assets into net periodic postretirement income in fiscal year 2019 for net prior service cost is $5,974,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2019 and thereafter:

(in thousands of dollars)	
2019	$ 3,266
2020	3,298
2021	3,309
2022	3,315
2023	3,295
2024-2027	15,156

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 4.50% in 2018 and an assumed healthcare cost trend rate of 6.00%, trending down to 4.75% in 2021 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2018 and 2017 by $1,088,000 and $1,067,000 and the net periodic postretirement medical benefit cost for the years then ended by $81,000 and $110,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2018 and 2017 by $996,000 and $974,000 and the net periodic postretirement medical benefit cost for the years then ended by $72,000 and $96,000, respectively.

11. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, Cheshire, NLH and MAHHC are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. Effective November 1, 2017 VNH is provided professional and general liability insurance coverage through RRG. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. D-H and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

APD are covered for malpractice claims under a modified claims-made policy purchased through New England Alliance for Health (NEAH). While APD remain in the current insurance program under this policy, the coverage year is based on the date the claim is filed; subject to a medical incident arising after the retroactive date (includes prior acts). The policy provides modified claims-made coverage for former insured providers for claims that relate to the employee's period of employment at APD and for services that were provided within the scope of the employee's duties. Therefore, when the employee leaves the corporation, tail coverage is not required.

Selected financial data of HAC and RRG, taken from the latest available audited and unaudited financial statements, respectively at June 30, 2018 and 2017 are summarized as follows:

	2018		
	HAC	**RRG**	**Total**
(in thousands of dollars)	*(audited)*	*(unaudited)*	
Assets	$ 72,753	$ 2,068	$ 74,821
Shareholders' equity	13,620	50	13,670
Net income	-	(751)	(751)

	2017		
	HAC	**RRG**	**Total**
(in thousands of dollars)	*(audited)*	*(unaudited)*	
Assets	$ 76,185	$ 2,055	$ 78,240
Shareholders' equity	13,620	801	14,421
Net income	-	(5)	(5)

12. Commitments and Contingencies

Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Operating Leases and Other Commitments
The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately $14,096,000 and $15,802,000 for the years ended June 30, 2018 and 2017, respectively.

Minimum future lease payments under noncancelable operating leases at June 30, 2018 were as follows:

(in thousands of dollars)

2019	$ 12,393
2020	10,120
2021	8,352
2022	5,175
2023	3,935
Thereafter	10,263
	$ 50,238

Lines of Credit
The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from $2,000,000 up to $30,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 29, 2019. There was no outstanding balance under the lines of credit as of June 30, 2018 and 2017. Interest expense was approximately $232,000 and $915,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

13. Functional Expenses

Operating expenses of the Health System by function are as follows for the years ended June 30, 2018 and 2017:

(in thousands of dollars)	2018	2017
Program services	$ 1,715,760	$ 1,662,413
Management and general	303,527	311,820
Fundraising	2,354	2,328
	$ 2,021,641	$ 1,976,561

14. Subsequent Events

The Health System has assessed the impact of subsequent events through November 7, 2018, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

Effective July 1, 2018, APD became the sole corporate member of APD LifeCare Center Inc. APD LifeCare Center Inc. owns and operates Harvest Hill, an assisted living facility, the Woodlands, a residential living community and the Elizabeth S. Hughes Care Unit, which provides hospice care.

APD and APD LifeCare Center (LifeCare) were jointly liable for their Series 2010 Revenue Bonds; $26,000,000 outstanding as of June 30, 2018. As described in Note 9 to the financial statements, APD's portion was approximately $15,500,000 as of June 30, 2018. LifeCare's outstanding portion of approximately $10,500,000 was appropriately excluded from the consolidated financial statements as LifeCare was not affiliated with any of the members of the Health System as of June 30, 2018. On August 15, 2018, APD joined the DHOG and simultaneously issued NHHEFA Revenue Bonds, Series 2018C. The Series 2018C Revenue Bonds were used primarily to refinance the joint (APD and LifeCare) Series 2010 Revenue Bonds.

Consolidating Supplemental Information – Unaudited

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2018

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets										
Current assets										
Cash and cash equivalents	$ 134,634	$ 22,544	$ 6,688	$ 9,419	$ 6,604	$ -	$ 179,889	$ 20,280	$ -	$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,055	-	207,521	11,707	-	219,228
Prepaid expenses and other current assets	11,964	143,893	6,551	5,253	2,313	(72,361)	97,613	4,766	(4,877)	97,502
Total current assets	146,598	343,418	30,422	22,974	13,972	(72,361)	485,023	36,753	(4,877)	516,899
Assets limited as to use	8	616,929	17,438	12,821	10,829	-	658,025	48,099	-	706,124
Notes receivable, related party	554,771	-	-	-	-	(554,771)	-	-	-	-
Other investments for restricted activities	-	87,613	8,591	2,981	6,238	-	105,423	25,473	-	130,896
Property, plant, and equipment, net	36	443,154	66,759	42,438	17,356	-	569,743	37,578	-	607,321
Other assets	24,863	101,078	1,370	5,906	4,260	(10,970)	126,527	3,604	(21,346)	108,785
Total assets	$ 726,276	$ 1,592,192	$ 124,580	$ 87,120	$ 52,675	$ (638,102)	$ 1,944,741	$ 151,507	$ (26,223)	$ 2,070,025
Liabilities and Net Assets										
Current liabilities										
Current portion of long-term debt	$ -	$ 1,031	$ 810	$ 572	$ 187	$ -	$ 2,600	$ 864	$ -	$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	3,311	-	-	3,311
Accounts payable and accrued expenses	54,995	82,061	20,107	6,705	3,029	(72,361)	94,536	6,094	(4,877)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,796	-	118,498	7,078	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	-	38,693	2,448	-	41,141
Total current liabilities	57,997	217,299	26,647	19,419	8,637	(72,361)	257,638	16,484	(4,877)	269,245
Notes payable, related party	-	527,348	-	27,425	-	(554,771)	-	-	-	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,270	(10,970)	724,231	28,744	-	752,975
Insurance deposits and related liabilities	-	54,618	465	155	240	-	55,478	40	-	55,518
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	242,227	-	-	242,227
Other liabilities	-	85,577	1,107	1,405	-	-	88,089	38	-	88,127
Total liabilities	702,517	1,170,412	57,788	49,583	25,463	(638,102)	1,367,661	45,306	(4,877)	1,408,090
Commitments and contingencies										
Net assets										
Unrestricted	23,759	334,882	61,828	32,897	19,812	-	473,178	72,230	(21,306)	524,102
Temporarily restricted	-	54,666	4,964	493	1,540	-	61,663	20,816	(40)	82,439
Permanently restricted	-	32,232	-	4,147	5,860	-	42,239	13,155	-	55,394
Total net assets	23,759	421,780	66,792	37,537	27,212	-	577,080	106,201	(21,346)	661,935
Total liabilities and net assets	$ 726,276	$ 1,592,192	$ 124,580	$ 87,120	$ 52,675	$ (638,102)	$ 1,944,741	$ 151,507	$ (26,223)	$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2018

(in thousands of dollars)	D-HH (Parent)	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 134,634	$ 23,094	$ 8,621	$ 9,982	$ 6,654	$ 12,144	$ 5,040	$ -	$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,109	7,996	3,657	-	219,228
Prepaid expenses and other current assets	11,964	144,755	5,520	5,276	2,294	4,443	488	(77,238)	97,502
Total current assets	146,598	344,830	31,324	23,560	14,057	24,583	9,185	(77,238)	516,899
Assets limited as to use	8	635,028	17,438	12,821	11,862	9,612	19,355	-	706,124
Notes receivable, related party	554,771	-	-	-	-	-	-	(554,771)	-
Other investments for restricted activities	-	95,772	25,873	2,981	6,238	32	-	-	130,896
Property, plant, and equipment, net	36	445,829	70,607	42,920	19,065	25,725	3,139	-	607,321
Other assets	24,863	101,235	7,526	5,333	1,886	130	128	(32,316)	108,785
Total assets	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 1,031	$ 810	$ 572	$ 245	$ 739	$ 67	$ -	$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	-	-	3,311
Accounts payable and accrued expenses	54,995	82,613	20,052	6,714	3,092	3,596	1,929	(77,238)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,831	5,814	1,229	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	2,448	-	-	41,141
Total current liabilities	57,997	217,851	26,592	19,428	8,793	12,597	3,225	(77,238)	269,245
Notes payable, related party	-	527,348	-	27,425	-	-	-	(554,771)	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,593	25,792	2,629	(10,970)	752,975
Insurance deposits and related liabilities	-	54,616	465	155	241	-	39	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	-	-	242,227
Other liabilities	-	85,577	1,117	1,405	-	28	-	-	88,127
Total liabilities	702,517	1,170,964	57,743	49,592	25,943	38,417	5,893	(642,979)	1,408,090
Commitments and contingencies									
Net assets									
Unrestricted	23,759	356,518	65,069	33,383	19,764	21,031	25,884	(21,306)	524,102
Temporarily restricted	-	60,836	19,196	493	1,539	415	-	(40)	82,439
Permanently restricted	-	34,376	10,760	4,147	5,862	219	30	-	55,394
Total net assets	23,759	451,730	95,025	38,023	27,165	21,665	25,914	(21,346)	661,935
Total liabilities and net assets	$ 726,276	$ 1,622,694	$ 152,768	$ 87,615	$ 53,108	$ 60,082	$ 31,807	$ (664,325)	$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2017

(in thousands of dollars)	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 27,328	$ 10,645	$ 7,797	$ 6,662	$ -	$ 52,432	$ 16,066	$ -	$ 68,498
Patient accounts receivable, net	193,733	17,723	8,539	4,659	-	224,654	12,606	-	237,260
Prepaid expenses and other current assets	93,816	6,945	3,650	1,351	(16,585)	89,177	8,034	(8,008)	89,203
Total current assets	314,877	35,313	19,986	12,672	(16,585)	366,263	36,706	(8,008)	394,961
Assets limited as to use	580,254	19,104	11,784	9,058	-	620,200	42,123	-	662,323
Other investments for restricted activities	86,398	4,764	2,833	6,079	-	100,074	24,455	-	124,529
Property, plant, and equipment, net	448,743	64,933	43,264	17,167	-	574,107	35,868	-	609,975
Other assets	89,650	2,543	5,965	4,095	(11,520)	90,733	27,674	(21,287)	97,120
Total assets	$ 1,519,922	$ 126,657	$ 83,832	$ 49,071	$ (28,105)	$ 1,751,377	$ 166,826	$ (29,295)	$ 1,888,908
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ 16,034	$ 780	$ 737	$ 80	$ -	$ 17,631	$ 726	$ -	$ 18,357
Line of credit	-	-	-	550	(550)	-	-	-	-
Current portion of liability for pension and other postretirement plan benefits	3,220	-	-	-	-	3,220	-	-	3,220
Accounts payable and accrued expenses	72,362	19,715	5,356	2,854	(16,585)	83,702	13,466	(8,008)	89,160
Accrued compensation and related benefits	99,638	5,428	2,335	3,448	-	110,849	4,062	-	114,911
Estimated third-party settlements	11,322	-	7,265	1,915	-	20,502	6,931	-	27,433
Total current liabilities	202,576	25,923	15,693	8,847	(17,135)	235,904	25,185	(8,008)	253,081
Long-term debt, excluding current portion	545,100	26,185	26,402	10,978	(10,970)	597,693	18,710	-	616,403
Insurance deposits and related liabilities	50,960	-	-	-	-	50,960	-	-	50,960
Interest rate swaps	17,606	-	3,310	-	-	20,916	-	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion	267,409	8,761	-	6,801	-	282,971	-	-	282,971
Other liabilities	77,622	2,636	1,426	-	-	81,684	8,864	-	90,548
Total liabilities	1,161,273	63,505	46,831	26,624	(28,105)	1,270,128	52,759	(8,008)	1,314,879
Commitments and contingencies									
Net assets									
Unrestricted	258,887	58,250	32,504	15,247	-	364,888	81,344	(21,285)	424,947
Temporarily restricted	68,473	4,902	345	1,363	-	75,083	19,836	(2)	94,917
Permanently restricted	31,289	-	4,152	5,837	-	41,278	12,887	-	54,165
Total net assets	358,649	63,152	37,001	22,447	-	481,249	114,067	(21,287)	574,029
Total liabilities and net assets	$ 1,519,922	$ 126,657	$ 83,832	$ 49,071	$ (28,105)	$ 1,751,377	$ 166,826	$ (29,295)	$ 1,888,908

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2017

(in thousands of dollars)	D-HH (Parent)	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 1,166	$ 27,760	$ 11,601	$ 8,280	$ 6,968	$ 8,129	$ 4,594	$ -	$ 68,498
Patient accounts receivable, net	-	193,733	17,723	8,539	4,681	8,878	3,706	-	237,260
Prepaid expenses and other current assets	3,884	94,305	5,899	3,671	1,340	4,179	518	(24,593)	89,203
Total current assets	5,050	315,798	35,223	20,490	12,989	21,186	8,818	(24,593)	394,961
Assets limited as to use	-	596,904	19,104	11,782	9,889	8,168	16,476	-	662,323
Other investments for restricted activities	6	94,210	21,204	2,833	6,079	197	-	-	124,529
Property, plant, and equipment, net	50	451,418	68,921	43,751	18,935	23,447	3,453	-	609,975
Other assets	23,866	89,819	8,586	5,378	1,812	283	183	(32,807)	97,120
Total assets	$ 28,972	$ 1,548,149	$ 153,038	$ 84,234	$ 49,704	$ 53,281	$ 28,930	$ (57,400)	$ 1,888,908
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 16,034	$ 780	$ 737	$ 137	$ 603	$ 66	$ -	$ 18,357
Line of credit	-	-	-	-	550	-	-	(550)	-
Current portion of liability for pension and other postretirement plan benefits	-	3,220	-	-	-	-	-	-	3,220
Accounts payable and accrued expenses	5,996	72,806	19,718	5,365	2,946	5,048	1,874	(24,593)	89,160
Accrued compensation and related benefits	-	99,638	5,428	2,335	3,480	2,998	1,032	-	114,911
Estimated third-party settlements	6,165	11,322	-	7,265	1,915	766	-	-	27,433
Total current liabilities	12,161	203,020	25,926	15,702	9,028	9,415	2,972	(25,143)	253,081
Long-term debt, excluding current portion	-	545,100	26,185	26,402	11,356	15,633	2,697	(10,970)	616,403
Insurance deposits and related liabilities	-	50,960	-	-	-	-	-	-	50,960
Interest rate swaps	-	17,606	-	3,310	-	-	-	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion	-	267,409	8,761	-	6,801	-	-	-	282,971
Other liabilities	-	77,622	2,531	1,426	-	8,969	-	-	90,548
Total liabilities	12,161	1,161,717	63,403	46,840	27,185	34,017	5,669	(36,113)	1,314,879
Commitments and contingencies									
Net assets									
Unrestricted	16,367	278,695	60,758	32,897	15,319	18,965	23,231	(21,285)	424,947
Temporarily restricted	444	74,304	18,198	345	1,363	265	-	(2)	94,917
Permanently restricted	-	33,433	10,679	4,152	5,837	34	30	-	54,165
Total net assets	16,811	386,432	89,635	37,394	22,519	19,264	23,261	(21,287)	574,029
Total liabilities and net assets	$ 28,972	$ 1,548,149	$ 153,038	$ 84,234	$ 49,704	$ 53,281	$ 28,930	$ (57,400)	$ 1,888,908

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2018

(In thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Unrestricted revenue and other support										
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,475,314	$ 216,736	$ 60,486	$ 52,014	$ -	$ 1,804,550	$ 94,545	$ -	$ 1,899,095
Provisions for bad debts	-	31,358	10,957	1,554	1,440	-	45,319	2,048	-	47,367
Net patient service revenue less provisions for bad debts	-	1,443,956	205,789	58,932	50,574	-	1,759,231	92,497	-	1,851,728
Contracted revenue	(2,305)	97,291	-	-	2,169	(42,870)	54,285	718	(32)	54,958
Other operating revenue	9,799	134,461	3,365	4,169	1,814	(10,554)	143,054	6,978	(1,086)	148,946
Net assets released from restrictions	658	11,605	620	52	44	-	12,979	482	-	13,461
Total unrestricted revenue and other support	8,152	1,687,313	209,754	63,153	54,601	(53,424)	1,969,549	100,673	(1,118)	2,069,104
Operating expenses										
Salaries	-	805,344	105,607	30,360	24,854	(21,542)	945,623	42,035	1,805	989,263
Employee benefits	-	181,833	26,343	7,252	7,000	(5,365)	219,043	10,221	419	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,055	-	329,836	10,195	-	340,031
Purchased services and other	8,509	215,073	33,065	13,587	13,960	(19,394)	264,800	29,390	(2,818)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,744	-	65,517	2,175	-	67,692
Depreciation and amortization	23	66,073	10,217	3,934	2,030	-	82,277	2,501	-	84,778
Interest	8,684	15,772	1,004	981	224	(8,882)	17,783	1,039	-	18,822
Total operating expenses	17,216	1,627,466	217,599	64,934	52,867	(55,203)	1,924,879	97,556	(794)	2,021,641
Operating (loss) margin	(9,064)	59,847	(7,845)	(1,781)	1,734	1,779	44,670	3,117	(324)	47,463
Non-operating (losses) gains										
Investment (losses) gains	(28)	33,628	1,408	1,151	858	(198)	36,821	3,566	-	40,387
Other, net	(1,364)	(2,599)	-	1,278	288	(1,581)	(4,002)	733	361	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	(14,214)	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	(14,247)	-	-	(14,247)
Total non-operating (losses) gains, net	(1,390)	2,873	1,408	2,122	1,124	(1,779)	4,358	4,299	361	9,018
(Deficiency) excess of revenue over expenses	(10,454)	62,720	(6,437)	341	2,858	-	49,028	7,416	37	56,481
Unrestricted net assets										
Net assets released from restrictions (Note 7)	-	16,038	-	4	252	-	16,294	19	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	8,254	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,168	48	328	-	-	-	-	-
Additional paid in capital	-	-	-	-	-	-	-	58	(58)	-
Other changes in net assets	-	-	-	-	-	-	-	(185)	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	4,190	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	14,102	-	-	14,102
Increase in unrestricted net assets	$ 7,337	$ 75,895	$ 3,578	$ 393	$ 4,565	$ -	$ 91,868	$ 7,308	$ (21)	$ 99,155

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2018

(in thousands of dollars)	D-HH (Parent)	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,475,314	$ 216,736	$ 60,486	$ 52,014	$ 71,458	$ 23,087	$ -	$ 1,899,095
Provisions for bad debts	-	31,358	10,967	1,554	1,440	1,680	368	-	47,367
Net patient service revenue less provisions for bad debts	-	1,443,956	205,769	58,932	50,574	69,778	22,719	-	1,851,728
Contracted revenue	(2,305)	98,007	-	-	2,189	-	-	(42,902)	54,989
Other operating revenue	9,799	137,242	4,081	4,166	3,188	1,897	453	(11,640)	148,946
Net assets released from restrictions	658	11,984	820	52	44	103	-	-	13,461
Total unrestricted revenue and other support	8,152	1,691,189	210,450	63,150	55,955	71,578	23,172	(54,542)	2,069,104
Operating expenses									
Salaries	-	806,344	105,807	30,360	25,592	29,215	12,082	(19,937)	989,263
Employee benefits	-	181,833	26,343	7,252	7,162	7,406	2,653	(4,966)	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,057	8,484	1,709	-	340,031
Purchased services and other	8,512	218,690	33,431	13,432	14,354	19,220	5,945	(22,212)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,743	2,176	-	-	67,692
Depreciation and amortization	23	66,073	10,357	3,939	2,145	1,831	410	-	84,778
Interest	8,684	15,772	1,004	981	223	975	65	(8,882)	18,822
Total operating expenses	17,219	1,831,083	218,105	64,784	54,276	69,307	22,864	(55,997)	2,021,641
Operating (loss) margin	(9,067)	60,106	(7,655)	(1,634)	1,679	2,271	308	1,455	47,463
Non-operating (losses) gains									
Investment (losses) gains	(26)	35,177	1,954	1,097	787	203	1,393	(198)	40,387
Other, net	(1,364)	(2,599)	(3)	1,278	273	(223)	952	(1,220)	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	-	-	(14,247)
Total non-operating (losses) gains, net	(1,390)	4,422	1,951	2,068	1,060	(20)	2,345	(1,418)	9,018
(Deficiency) excess of revenue over expenses	(10,457)	64,528	(5,704)	434	2,739	2,251	2,653	37	56,481
Unrestricted net assets									
Net assets released from restrictions (Note 7)	-	16,058	-	4	251	-	-	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-
Additional paid in capital	58	-	-	-	-	-	-	(58)	-
Other changes in net assets	-	-	-	-	-	(185)	-	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	-	-	14,102
Increase in unrestricted net assets	$ 7,392	$ 77,823	$ 4,311	$ 486	$ 4,445	$ 2,066	$ 2,653	$ (21)	$ 99,155

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2017

(in thousands of dollars)	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ 1,447,961	$ 214,265	$ 59,928	$ 48,072	$ (19)	$ 1,770,207	$ 88,985	$ -	$ 1,859,192
Provisions for bad debts	42,963	14,125	2,010	1,705	-	60,803	2,842	-	63,645
Net patient service revenue less provisions for bad debts	1,404,998	200,140	57,918	46,367	(19)	1,709,404	86,143	-	1,795,547
Contracted revenue	88,620	-	-	1,881	(41,771)	48,710	(4,995)	(44)	43,671
Other operating revenue	104,611	3,045	3,839	1,592	(1,148)	111,939	6,418	820	119,177
Net assets released from restrictions	9,550	639	116	61	-	10,366	756	-	11,122
Total unrestricted revenue and other support	1,607,779	203,824	61,873	48,881	(42,938)	1,880,419	88,322	776	1,969,517
Operating expenses									
Salaries	787,644	102,769	30,311	23,549	(21,784)	922,489	42,327	1,536	966,352
Employee benefits	202,178	26,632	7,071	5,523	(5,322)	236,082	8,392	381	244,855
Medical supplies and medications	257,100	30,892	6,143	2,905	(273)	296,567	9,513	-	306,080
Purchased services and other	208,671	28,068	12,795	13,224	(17,325)	245,433	45,331	(959)	289,805
Medicaid enhancement tax	50,118	7,800	2,923	1,820	-	62,461	2,808	-	65,069
Depreciation and amortization	66,067	10,238	3,881	2,138	-	82,324	2,238	-	84,562
Interest	17,352	1,127	819	249	(209)	19,338	500	-	19,838
Total operating expenses	1,589,130	207,326	63,943	49,208	(44,913)	1,864,694	110,909	958	1,976,561
Operating margin (loss)	18,649	(3,502)	(2,070)	673	1,975	15,725	(22,587)	(182)	(7,044)
Non-operating gains (losses)									
Investment gains (losses)	42,484	1,378	1,570	984	(209)	46,207	4,849	-	51,056
Other, net	(3,003)	-	(879)	570	(1,767)	(5,079)	740	186	(4,153)
Contribution revenue from acquisition	-	-	-	-	-	-	20,215	-	20,215
Total non-operating gains (losses), net	39,481	1,378	691	1,554	(1,976)	41,128	25,804	186	67,118
Excess (deficiency) of revenue over expenses	58,130	(2,124)	(1,379)	2,227	(1)	56,853	3,217	4	60,074
Unrestricted net assets									
Net assets released from restrictions (Note 7)	983	-	9	442	-	1,434	405	-	1,839
Change in funded status of pension and other postretirement benefits	(5,297)	4,031	-	(321)	-	(1,587)	-	-	(1,587)
Net assets transferred (from) to affiliates	(16,380)	900	143	986	-	(16,351)	16,351	-	-
Additional paid in capital	-	-	-	-	-	-	6,359	(6,359)	-
Other changes in net assets	-	-	-	(2,286)	-	(2,286)	(1,078)	-	(3,364)
Change in fair value on interest rate swaps	6,418	-	1,337	47	-	7,802	-	-	7,802
Increase in unrestricted net assets	$ 41,854	$ 2,807	$ 110	$ 1,095	$ (1)	$ 45,865	$ 25,254	$ (6,355)	$ 64,764

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2017

(in thousands of dollars)	D-HH (Parent)	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	$ -	$ 1,447,961	$ 214,265	$ 59,928	$ 48,072	$ 65,835	$ 23,150	$ (19)	$ 1,859,192
Provisions for bad debts	-	42,963	14,125	2,010	1,705	2,275	567	-	63,645
Net patient service revenue less provisions for bad debts	-	1,404,998	200,140	57,918	46,367	63,560	22,583	(19)	1,795,547
Contracted revenue	(5,802)	89,427	-	-	1,861	-	-	(41,815)	43,671
Other operating revenue	673	106,775	3,264	3,637	3,038	1,537	381	(328)	119,177
Net assets released from restrictions	-	10,200	539	116	61	106	-	-	11,122
Total unrestricted revenue and other support	(5,129)	1,611,400	204,043	61,671	51,327	65,203	22,964	(42,162)	1,969,517
Operating expenses									
Salaries	1,009	787,644	102,769	30,311	24,273	29,397	11,197	(20,248)	966,352
Employee benefits	293	202,178	26,632	7,071	5,686	5,532	2,404	(4,941)	244,855
Medical supplies and medications	-	257,100	30,892	8,143	2,905	7,780	1,753	(273)	308,080
Purchased services and other	16,021	212,414	29,902	12,853	13,626	16,564	6,907	(18,282)	289,805
Medicaid enhancement tax	-	50,118	7,800	2,923	1,620	2,608	-	-	65,069
Depreciation and amortization	26	66,067	10,398	3,886	2,242	1,532	413	-	84,562
Interest	-	17,352	1,127	819	249	467	33	(209)	19,838
Total operating expenses	17,349	1,592,873	209,318	63,806	50,601	63,880	22,707	(43,953)	1,976,561
Operating (loss) margin	(22,478)	18,527	(5,275)	(1,935)	726	1,343	257	1,791	(7,044)
Non-operating gains (losses)									
Investment (losses) gains	(321)	44,748	2,124	1,516	1,045	439	1,716	(209)	51,058
Other, net	-	(3,003)	-	(879)	581	(161)	888	(1,579)	(4,153)
Contribution revenue from acquisition	20,215	-	-	-	-	-	-	-	20,215
Total non-operating gains, net	19,894	41,743	2,124	637	1,626	278	2,604	(1,788)	67,118
(Deficiency) excess of revenue over expenses	(2,584)	60,270	(3,151)	(1,298)	2,352	1,621	2,861	3	60,074
Unrestricted net assets									
Net assets released from restrictions (Note 7)	-	1,075	-	9	442	158	155	-	1,839
Change in funded status of pension and other postretirement benefits	-	(5,297)	4,031	-	(321)	-	-	-	(1,587)
Net assets transferred (from) to affiliates	(3,864)	(18,380)	900	143	996	-	20,215	-	-
Additional paid in capital	6,359	-	-	-	-	-	-	(6,359)	-
Other changes in net assets	-	-	-	-	(2,286)	(1,078)	-	-	(3,364)
Change in fair value on interest rate swaps	-	6,418	-	1,337	47	-	-	-	7,802
(Decrease) increase in unrestricted net assets	$ (89)	$ 44,086	$ 1,780	$ 191	$ 1,220	$ 701	$ 23,231	$ (6,356)	$ 64,764

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Supplemental Consolidating Information
June 30, 2018 and 2017

1. Basis of Presentation

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in unrestricted net assets of D-HH and subsidiaries. All intercompany accounts and transactions between D-HH and subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

Schedule of Expenditures of Federal Awards

Dartmouth-Hitchcock Health and Subsidiaries
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2018

Federal Program	CFDA number	Award number/pass-through identification number	Funding source	Pass-through entity	Total expenditures	Amount passed subrecipients
Research and Development Cluster						
U.S. Department of Health and Human Services						
Research on Healthcare Costs, Quality and Outcomes	93.226	1P30HS024403	Direct		$ 701,304	$ 87,600
Total U.S. Department of Health and Human Services					701,304	87,600
Total Research and Development Cluster					701,304	87,600
Other Sponsored Programs						
U.S. Department of Justice						
Crime Victim Assistance	16.575	Not Provided	Pass-Through	(1)	146,032	-
Crime Victim Assistance	16.575	Not Provided	Pass-Through	(1)	19,897	-
Subtotal 16.575					165,929	-
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	Not Provided	Pass-Through	(2)	7,400	-
Total U.S. Department of Justice					173,329	-
National Endowment for the Arts						
Promotion of the Arts Partnership Agreements	45.025	96,529,653	Pass-Through	(7)	9,580	-
Total National Endowment for the Arts					9,580	-
U.S. Department of Education						
Race to the Top Early Learning Challenge	84.412	03440-34119-18-ELCG24	Pass-Through	(8)	22,830	-
Race to the Top Early Learning Challenge	84.412	03420-6951S	Pass-Through	(6)	96,576	-
Total U.S. Department of Education					119,406	-
U.S. Department of Health and Human Services						
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	05-95-90-901010-5362-102-500731	Pass-Through	(3)	137,024	-
Maternal and Child Health Federal Consolidated Programs	93.110	H30MC24048	Pass-Through	(4)	22,620	-
Coordinated Services and Access to Research for Women, Infants, Children	93.153	H12HA31112	Direct		328,309	
Coordinated Services and Access to Research for Women, Infants, Children	93.153	5H12HA24881-03-00	Pass-Through	(5)	41,096	-
Subtotal 93.153					369,405	
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	05-95-90-901010-5362-102-500731	Pass-Through	(3)	197,881	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	03420-A18055S, 03420-A17105S	Pass-Through	(6)	221,190	-
Subtotal 93.243					419,071	-
Drug Free Communities Support Program Grants	93.276	1H79SP020382	Direct		114,190	-
Centers for Disease Control and Prevention: Investigations, Technical Assistance	93.283	Not Provided	Pass-Through	(3)	10,122	
Partnerships to Improve Community Health	93.331	NU58DP005821	Direct		125,214	
Health Care Innovation Awards (HCIA)	93.610	GT-32013-04	Pass-Through	(9)	44,411	-
Affordable Care Act Implementation Support for State Demonstrations to Integrate Care for Medicare-Medicaid Enrollees	93.628	05-95-90-901010-5362-102-500731	Pass-Through	(3)	84,083	
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	05-95-90-901010-5362-102-500731	Pass-Through	(3)	53,950	-
Opioid STR	93.788	05-95-92-920510-25590000	Pass-Through	(3)	219,760	-
Organized Approaches to Increase Colorectal Cancer Screening	93.800	1NU58DP006066	Direct		838,452	-
Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities	93.817	03420-6755S	Pass-Through	(6)	2,278	
Maternal, Infant and Early Childhood Home Visiting Grant Program	93.870	03420-6951S	Pass-Through	(6)	217,618	-
National Bioterrorism Hospital Preparedness Program	93.889	03420-7099S	Pass-Through	(6)	2,851	-
National Bioterrorism Hospital Preparedness Program	93.889	Not Provided	Pass-Through	(3)	8,152	
National Bioterrorism Hospital Preparedness Program	93.889	Not Provided	Pass-Through	(3)	60,483	-
Subtotal 93.889					71,486	-

See accompanying notes to the Schedule of Expenditures of Federal Awards

Dartmouth-Hitchcock Health and Subsidiaries
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2018

Federal Program	CFDA number	Award number/pass-through identification number	Funding source	Pass-through entity	Total expenditures	Amount passed subrecipients
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program	93.912	D05RH31057	Direct		237,593	
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.918	2H76HA00812-12-01	Pass-Through	(5)	200,232	-
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.918	H76HA31654	Direct		74,988	-
Subtotal 93.918					275,220	-
Block Grants for Community Mental Health Services	93.958	05-95-922010-4120-102	Pass-Through	(3)	66,772	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	03420-A18033S	Pass-Through	(6)	54,958	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	05-95-90-901010-5362-102-500731	Pass-Through	(3)	162,033	-
Subtotal 93.959					216,991	
Maternal and Child Health Services Block Grant to the States	93.994	Not Provided	Pass-Through	(3)	120,523	-
Medicaid Cluster						
Medical Assistance Program	93.778	05-95-48-481010-33170000	Pass-Through	(3)	3,087,598	290,484
Medical Assistance Program	93.778	05-95-47-470010-52010000	Pass-Through	(3)	925,874	-
Medical Assistance Program	93.778	03420-6998S	Pass-Through	(6)	59,481	-
Medical Assistance Program	93.778	03410-1730-18	Pass-Through	(6)	108,630	-
Total Medicaid Cluster					4,161,383	290,484
Total U.S Department of Health and Human Services					7,808,186	290,484
Corporation for National and Community Service						
AmeriCorps	94.006	17ACHNH0010001	Pass-Through	(10)	39,961	
Total Corporation for National and Community Service					39,961	
Total Federal Other Sponsored Programs					8,150,442	290,484
Total Expenditures of Federal Awards					$ 8,851,746	$ 378,084

Pass-through entities referenced in this schedule are indicated below:

(1) New Hampshire Department of Justice
(2) National Children's Alliance
(3) New Hampshire Department of Health and Human Services
(4) Icahn School of Medicine at Mount Sinai
(5) Trustees of Dartmouth College
(6) Vermont Department of Health
(7) New Hampshire State Council on the Arts
(8) Vermont Agency of Human Services
(9) Association of American Medical Colleges
(10) Volunteer New Hampshire

See accompanying notes to the Schedule of Expenditures of Federal Awards

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2018

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") presents the activity of federal award programs administered by Dartmouth-Hitchcock Health and Subsidiaries (the "Health System") as defined in the notes to the consolidated financial statements and is presented on an accrual basis. The purpose of this Schedule is to present a summary of those activities of the Health System for the year ended June 30, 2018 which have been financed by the United States government ("federal awards"). For purposes of this Schedule, federal awards include all federal assistance entered into directly between the Health System and the federal government and subawards from nonfederal organizations made under federally sponsored agreements. The information in this Schedule in presented in accordance with the requirements of the Uniform Guidance. Pass-through entity identification numbers and CFDA numbers have been provided where available.

Visiting Nurse and Hospice of NH and VT ("VNH") received a Community Facilities Loan, CFDA #10.766, of which the proceeds were expended in the prior fiscal year. The VNH had an outstanding balance of $2,696,512 as of June 30, 2018. As this loan was related to a project that was completed in the prior audit period and the terms and conditions do not impose continued compliance requirements other than to repay the loan, we have properly excluded the outstanding loan balance from the Schedule.

2. Indirect Expenses

Indirect costs are charged to certain federal grants and contracts at a federally approved predetermined indirect rate, negotiated with the Division of Cost Allocation. The predetermined rate provided for the year ended June 30, 2018 was 29.3%. Indirect costs are included in the reported federal expenditures.

3. Related Party Transactions

The Health System has an affiliation agreement with Dartmouth College dated June 4, 1996 in which the Health System and the Geisel School of Medicine at Dartmouth College affirm their mutual commitment to providing high quality medical care, medical education and medical research at both organizations. Pursuant to this affiliation agreement, certain clinical faculty of the Health System participate in federal research programs administered by Dartmouth College. During the fiscal year ended June 30, 2018, Health System expenditures, which Dartmouth College reimbursed, totaled $3,979,033. Based on the nature of these transactions, the Health System and Dartmouth College do not view these arrangements to be subrecipient transactions but rather view them as Dartmouth College activity. Accordingly, this activity does not appear in the Health System's schedule of expenditures of federal awards for the year ended June 30, 2018.

Part II
Reports on Internal Control and Compliance

Report of Independent Auditors 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*

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheet as of June 30, 2018, and the related consolidated statements of operations, changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated November 7, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Health System's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Health System's internal control. Accordingly, we do not express an opinion on the effectiveness of the Health System'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 may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Health System's consolidated 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 determination of financial statement amounts. 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 Health System'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 Health System's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 7, 2018

Report of Independent Auditors on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with the Uniform Guidance

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

Report on Compliance for Each Major Federal Program

We have audited Dartmouth-Hitchcock Health and its subsidiaries' (the "Health System") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Health System's major federal programs for the year ended June 30, 2018. The Health System's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Health System's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; 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). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Health System's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Health System's compliance.

Opinion on Each Major Federal Program

In our opinion, Dartmouth-Hitchcock Health and its subsidiaries complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Report on Internal Control Over Compliance

Management of the Health System is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Health System's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Health System's 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 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.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 7, 2018

Part III
Findings and Questioned Costs

Dartmouth-Hitchcock and Subsidiaries
Schedule of Findings and Questioned Costs
Year Ended June 30, 2018

I. **Summary of Auditor's Results**

Financial Statements

Type of auditor's report issued	Unmodified
Internal control over financial reporting	
Material weakness (es) identified?	No
Significant deficiency (ies) identified that are not considered to be material weakness (es)?	None reported
Noncompliance material to financial statements	No

Federal Awards

Internal control over major programs	
Material weakness (es) identified?	No
Significant deficiency (ies) identified that are not considered to be material weakness (es)?	None reported
Type of auditor's report issued on compliance for major programs	Unmodified
Audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No

Identification of major programs

CFDA Number	Name of Federal Program or Cluster
93.778	Medical Assistance Program
93.153	Coordinated Services and Access to Research for Women, Infants, Children, and Youth

Dollar threshold used to distinguish between Type A and Type B programs	$750,000
Auditee qualified as low-risk auditee?	Yes

II. **Financial Statement Findings**

None Noted

III. **Federal Award Findings and Questioned Costs**

None Noted

Dartmouth-Hitchcock and Subsidiaries
Summary Schedule of the Status of Prior Audit Findings
Year Ended June 30, 2018

There are no findings from prior years that require an update in this report.

Dartmouth-Hitchcock

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Ashley Rose Greenfield

Email: [redacted] Phone: [redacted]

Work Experience

March 2018- Present **Program Supervisor,** Dartmouth- Hitchcock Medical Center, *Lebanon, NH*

Supervisor of eight employees, specializing in Recovery Coaching to provide community services to those who present in the ED with substance misuse needs

July 2017- Present **Partnership Coordinator,** Dartmouth-Hitchcock Medical Center, *Claremont, NH*

Working within Sullivan County and in co-collaboration with the Upper Valley, to empower and promote collaboration to combat substance use disorders in rural communities from a systems level perspective.

- Facilitation of community forums and organized community events surrounding substance use disorder and public health topics
- Works to develop interagency collaboration through assets and gaps mapping, request for proposal, and grant process support for community health initiatives
- Harm reduction program development for those identifying with substance use disorder

July 2015 – July 2017 **Chair,** Rutland County Continuum of Care, *Rutland, VT*

Provide a platform for community engagement to end homelessness and generational poverty. (RCCC is a HUD funded platform.)

July 2015 – July 2017 **Board Member,** State of Vermont Coalition to End Homelessness, *Rutland, VT*

Offer technical assistance to Vermont counties on homelessness, domestic violence, youth, and veteran subpopulations.

July 2013- July 2017 **Case Manager,** Homeless Prevention Center, *Rutland, VT*

- Facilitate the rapid-housing and rehousing supportive services for families up to 24 months.
- Advocate with state agencies, community partners, landlords and utilities to facilitate homeless prevention.
- Provide extensive case management including bi-weekly contact with each client in combination of phone and face-to-face visits in varied settings.
- Facilitator for clients, community and State Prison population on a variety of topics including, rental education and financial stability.

Jan. 2012- May 2013 **Hotline Counselor,** HOPEworks, *Burlington VT*

- Certified Vermont State Rape Crisis Worker.
- Rape Crisis Advocate for survivors of sexual assault.

June 2006 – Aug. 2012 **Clerical Assistant,** Human Resource Consulting Group, *Seymour, CT*

- Responsible for the packaging and distribution of payroll for clients throughout the US.
- Created work instructions and procedures to train others.

Volunteer Experience

Jan. 2010- May 2013 **Volunteer Coordinator,** Mobilization of Volunteer Efforts (MOVE), *Colchester VT*

- Coordinated the "Baked Love" program which feeds meals to community families.
- Organized events and ran two weekly programs to serve the Winooski community.

- Raised funds to sponsor community meals.

Oct. 2012-Dec. 2012 **Facilitator,** OneVoice South Africa, *Kwa-Zulu Natal, South Africa*

- Designed & facilitated an education program on sexual assault, sexual harassment, and gender-based violence for Grade 8 learners in 44 different schools in Kwa-Zulu Natal, South Africa.

Education

University of Vermont, *Burlington, VT,* August 2018: M.S. in Public Health
Saint Michael's College, *Colchester, VT,* May 2013, B. S. in Biology, with a minor in English

University of Vermont, *Burlington, VT,* Spring 2014 – Fall 2016: Certificate in Public Health
School for International Training, *South Africa,* Fall 2012: Community Health and Social Policy

Special Skills/Interests

- Trauma Informed Care/Strength- Based Approach Trained
- Supervision and Employee Management Trained
- Community Facilitation
- Strategic Prevention Framework Lens
- High-level proficiency in Microsoft Office
- CPR/ First Aid Certified
- Naloxone Trainer for Community Events
- Red Cap, Clear Impact, EMR System Navigation

JACQUI BAKER

[redacted]

Work Experience

Community Partnership Coordinator — Dartmouth-Hitchcock Medical Center: Lebanon, NH
2015 – Present
Support the community in implementing evidence-based prevention practices and programs that reduce harm from alcohol and other drugs in the Upper Valley and Greater Sullivan County Public Health Networks.

Education Events Coordinator — Dartmouth-Hitchcock Medical Center: Lebanon, NH
2012 – 2015
Coordinated and marketed educational conferences and regional meetings for healthcare professionals.

Ski Lesson Program Co-Director — Lebanon Outing Club at Storrs Hill: Lebanon, NH
2012 – 2013
Recruited and supervised 45 instructors of all ages, coordinated trainings, managed parent and instructor communication.

Outdoor Adventure Program Leader — Lebanon Recreation Department: Lebanon, NH
2012
Led outdoor trips for middle and high school students.

Substitute Teacher — Lebanon School District: Lebanon, NH
2011 – 2012
Managed classrooms and followed teacher plans in Kindergarten – 8th grade classes.

Certifications & Awards

Forty Under 40 Recognition — New Hampshire Union Leader
2019

Certified Prevention Specialist — New Hampshire Prevention Certification Board
2016 – Present

Connect Suicide Prevention/Postvention Trainer — National Alliance on Mental Illness, New Hampshire Chapter
2015 – Present

Education

Leadership Upper Valley — Vital Communities: White River Junction, VT
2018

Bachelor of Science in Social Entrepreneurship — Belmont University: Nashville, TN
2011

Volunteer

Field Hockey Coach (3rd-6th Grade) — Lebanon Recreation Department: Lebanon, NH
2012 – 2017

Bridget Stephanie Aliaga, MPH

[redacted]

WORK EXPERIENCE

Dartmouth-Hitchcock, Community Health Improvement — July 2017 - Present
Community Health Partnership Coordinator | Upper Valley Region, NH

- Drive the development and coordination of multi-discipline community partnerships to plan and implement new initiatives related to the substance use disorder (SUD) system of care as the regional Continuum of Care Coordinator for the Upper Valley Region
- Convene community partners to assess gaps in regional care systems, improve coordination of care between providers, plan and develop new or enhanced approaches supporting SUD prevention, intervention, treatment, and recovery
- Provide support and technical assistance to community partners to achieve the goals and objectives for which their organizations are responsible
- Programs and projects supported include: NH Doorways Program, DHMC ED Recovery Coach Program, Recovery Friendly Workplaces, Rx/Syringe Take Back, Grafton County Family Drug Court Initiative, Naloxone Community Events, NAMI Connect Suicide coordination, and Mothers in Supportive Housing

Planned Parenthood of Central and Western New York — Jul 2016 – Jul 2017
Bilingual Outreach and Education Specialist | Buffalo, NY

- Latino community liaison and one of only 2 bilingual educators in the entire CWNY affiliate
- Developed recruitment/engagement strategies and manage data collection/reporting for the EBP *Familias Hablando Unidas* (Families Talking Together) as a part of a five year $2m grant
- Cultivated and fostered partnerships with local Latino communities and organizations that serve Latinos to increase reproductive healthcare knowledge and access through community education
- Developed programming materials and implemented youth/adult education

The Brain Injury Association of New York State (BIANYS) — Oct 2013 – Aug 2014
Brain Injury and Training Services Program Coordinator | Albany, NY

- Directed program initiatives aimed at increasing public awareness about brain injury with a focus on the unique issues of veterans, children and families impacted by brain injury
- Created presentations, facilitated meetings and webinars, developed/sustained relationships with key stakeholders, organized professional trainings and maintained a prominent community presence
- Developed evaluation methods and analyzed figures to report success of project activities to NYSDOH

PROFESSIONAL ACTIVITIES

Planned Parenthood of Central and Western New York — Aug 2015 – May 2016
Special Projects Intern | Buffalo, NY

- Assisted in the advancement of PPCWNY's public health initiatives including those in collaboration with multiple health providers and community-based public health improvement projects (DSRIP)

Putnam County Health Department — May 2015 – Aug 2015
Epidemiology and Health Education Department Intern | Brewster, NY

- Lead the advancement of Public Health Accreditation status through independent development of "health profiles"

EDUCATION

University at Buffalo, State University of New York
MPH, Health Services Administration, Aug 2014 – May 2016

University at Albany, State University of New York
BS, Biology, Aug 2009 – May 2013

SKILLS

Fluent in Spanish, Proficient in Microsoft Office and GoToWebinar, Lean Six Sigma Yellow Belt, NAMI Suicide Prevention and Intervention Trainer, Naloxone Administration Trainer, Program/Project Management, Social Media, Event Planning, Community Outreach and Engagement, Data Entry, Mental Health First Aid certified, 10+ years customer service/retail

Kirsten D. Vigneault

Windsor, Vermont
Kirsten.Vigneault@gmail.com
(802) 356-7686

SKILLS

Ability to establish positive relationships, technical knowledge and background, written and oral communication, analytic thinking, quantitative skills, extremely organized, team leader, ability to manage cross-functional teams and multi-disciplinary projects. Creative, insightful and innovative. Results-oriented with the ability to achieve the desired outcome within the given time. Conflict resolution, efficient under pressure, always meets deadlines, ability to exercise discretion and independent judgment and resolve problems. Highly collaborative with volunteer, local, state and government agencies.

PROFESSIONAL EXPERIENCE

Greater Sullivan County Public Health Network — **Newport, NH**

Director of Community Health Preparedness with Dartmouth-Hitchcock — *July, 2017- Present*

Director of Community Health Preparedness with Sullivan County — *October 2016 to July, 2017*

Assist in the administration, budget planning, and oversight of the contract with the State of NH Department of Health and Human Services, including obligations to Emergency Preparedness, School-Based Vaccinations Clinics, Medical Reserve Corps, Public Health Advisory Council (PHAC), Substance Misuse Prevention, Continuum of Care, and Court Diversion Services (ended 2017). Collaborate with regional partners and sector leaders to collect, analyze, and disseminate data about the health of the region. Plan, organize, direct and coordinate public health emergency preparedness in the region.

Emergency Preparedness Coordinator and Medical Reserve Corps Director — *September 2015 to October 2016*

Planned, exercised, and coordinated emergency exercises and trainings to improve public health emergency response. Developed operational drills and exercise scenarios designed to train, test, and evaluate the Regional Public Health Emergency Annex by coordinating with state and local stakeholders to assure efforts are integrated and systematic. Assisted with review, evaluation and updating of the region's preparedness plans such as Points of Dispensing, Alternative Care Sites, and Multi-Agency Coordinating Entity plans. Recruited, trained, and utilized Medical Reserve Corps volunteers and coordinate School Based Flu Clinic program with the NH Immunization Dept.

Town of Windsor — **Windsor, VT**

Emergency Services & Fire Department — *August 2011 to December, 2017*

Began working during Tropical Storm Irene in the Incident Command Center as a liaison and a firefighter/ EMT. Regular operations include, but are not limited to: emergency and non-emergency medical transports, tactical firefighting, hazardous incident response, wildland fire, and situational awareness.

Hartland Recreation Department — **Hartland, VT**

Interim Assistant Director of Recreation — *July 2015 - September 2015*

Program Coordinator — *August 2008 - June 2015*

Assisted in managing after school and summer camp programs. Organized community events and recruited and led volunteers. As Interim Assistant Recreation Director, oversaw program development and implementation, assisted with transitional decisions and with the school's athletic department.

EDUCATION & TRAINING

- Southern New Hampshire University, working towards a MS in Management, member of The National Society of Leadership and Success (Sigma Alpha Pi), expected graduation date of October, 2019.
- Green Mountain College, BS in Business Administration, *magna cum laude*
- Community College of Vermont, AS in Emergency Management, AS in Environmental Science (focus in Environmental Literacy/Education). Creation of the Basic Emergency Operations Plan for the Town of Hartland, VT. Student Conservation Association Americorps Volunteer.
- Center for Domestic Preparedness: POD Essentials Train-the-Trainer Course, June 2018; Strategic National Stockpile Preparedness Course (SNS PER-310) June 2016
- PRIMEX Emerging Leaders graduate, and current Leadership Upper Valley participant
- Roadmap to Ready Preparedness Training and Mentoring Program NACCHO (2016)

- Grant Writing USA Two Day Course (2016)
- FEMA: IS-00029, ICS-100, ICS-120.a, IS-00130, ICS-200, ICS-00241.a, ICS-00244.b, ICS-300, ICS-400, ICS-700.a, ICS-00702.a, ICS-800, L-146, NH Vaccine Online Management System, NH Inventory Resource Management System, NH WEB EOC
- Homeland Security Exercise and Evaluation Program (HSEEP- 2016)
- Former BLS First Aid/CPR instructor and fire fighter
- Basic Training for the NH Disaster Behavioral Health Response Team (2016)
- Cross Cultural Solutions – Adventure Peru (2008) and Lead America – Australia (2007)

CERTIFICATIONS

- Emergency Medical Technician (National Registry Certified)
- First Aid/CPR
- Commissioner of Deeds for the State of New Hampshire (out-of-state Notary Public)

Resume

Steven J. Yannuzzi
[redacted]

Formal Education: Norwich University
Northfield, VT
Major: Masters of Public Administration
Currently attending
Graduation: Fall of 2016

Granite State College
Concord, NH
Major: Bachelors of Applied Science
Public Service Management
Degree awarded December 2014

National Fire Academy
Emmitsburg, MD
Executive Fire Officer Program Graduate
Certification awarded January 2012

Lakes Region Community College
Laconia, NH
Major: Associates of Fire Science
Degree awarded May 2007

Forbes Road Vo-Tech School
Monroeville, PA
Basic Electronics
Certification awarded June 1981

Highlands High School
Natrona Heights, PA
Diploma awarded June 1981

Work Experience

Feb. 2009-Present Fire Chief
Bristol Fire Department
85 Lake Street
Bristol, NH 03222
(603) 744-2632
Supervisor: Janet Cote
(603) 744-3354

Jan. 2002- Feb. 2009 Bellows Falls Fire Department
170 Rockingham Street

Bellows Falls, VT 05101
Chief William Weston
(802) 463-4343

Deputy Fire Chief, responsible for day-to-day operations of the department. Coordinate, develop and delivery department training to career and volunteer staff. Responsible for maintaining training records and ensuring members meet state and national certification standards.

June 2000- Jan. 2002 Tambrands Inc.
River Road
Claremont, NH
Supervisor: Bill Lyons
(603) 543-5370

Electrician, maintained production equipment.

November 1993- April 2000 Isle of Palms Fire Department
30 J.C. Long Blvd.
Isle of Palms, SC 29451
Supervisor: Chief Ann Graham
(843) 886-4410

Held the position as the department's Captain/Training Officer from September 1994. Responsible for the department's training program, day-to-day operations of the department, vehicle maintenance, and state required reports.

February 1991-November 1993 Mt. Pleasant Fire Department
100 Ann Edwards Ln.
Mt. Pleasant, SC 29464
Supervisor: Chief Fred Tetor
(843) 884-0623

From May of 1991 until May of 1993 held the rank of Captain and was assigned as Station Captain at the Six Mile Road Fire Station. From May 1993 until November 1993 held the department's Training Officer position.

November 1989-Febuary 1991 Firefighter Sales and Service
1721 Main St.
Sharpsburg, PA
Supervisor: Jim Becker
(412) 782-2800

Worked as a fire extinguisher technician. Recharged, tested and inspected fire extinguishers.

May 1989-Novemebr 1989 Chambers Development
10700 Frankstown Rd.
Pittsburgh, PA
Supervisor: Ben Woods
(412) 242-6237
Route Supervisor for waste management.

November 1987-May 1989 Mt. Pleasant Fire Department
100 Ann Edwards Ln.
Mt. Pleasant, SC 29464

Supervisor: Chief Cyrus Pye

Firefighter and Third Driver.

November 1981-November 1987 United States Navy

Fire Control Technician. Responsible for maintaining air search and air track radar and weapon systems. Responsible for a 4-man work center onboard the USS Mississippi CGN-40. Responsible for a 30-man division on board the USS Nicholson DD-982. Honorable discharge November 1987 discharge rank E-6.

Fire Service Experience

February 2009- Present Bristol Fire Department, Bristol, NH
Fire Chief

January 2002- February 2009 Bellows Falls Fire Department, Bellows Falls VT
Deputy Fire Chief

November 1993-April 2000 Isle of Palms Fire Department
Captain/Training Officer

February 1991-November 1993 Mt. Pleasant Fire Department
Station Captain, Captain/Training Officer

May 1989-Febuary 1991 Summit Hose Volunteer Fire Department
321 West 7th Ave.
Tarentum, PA 15084
(724) 224-2555
Firefighter

November 1987- May 1989 Mt. Pleasant Fire Department
Firefighter/Third Driver

November 1977-November 1981 Summit Hose Fire Department
Firefighter

Fire Service Education

I have over 2100 hours in fire service education from 1976 till present. My classes have been through the Pennsylvania Fire Academy, South Carolina Fire Academy, New Hampshire Fire Academy, Vermont Fire Academy and the National Fire Academy. I have documentation and certificates that I can provide for all training.

Professional Affiliations

American Legion Post 34
Bristol, NH

Bristol Lions Club

International Society of Fire Service Instructors

International Association of Fire Chiefs

New Hampshire Career Fire Chief's Association

Certifications

American Heart Assoc. Health Care Provider CPR
Expires January 2018

Vermont State Fire Service Instructor

State of Vermont Firefighter 1 & 2

State of New Hampshire Firefighter 1 & 2

South Carolina Fire Academy 1111, 1121, 1131

IFSAC Firefighter 1, 2, Driver/Operator, Fire Officer 1, Fire Service Instructor

NFPA Fire Inspector 1
#CFI-03-0290

National Registry AEMT
Expires March 31, 2018

National Fire Academy Adjunct Instructor

Associates Degree in Fire Science
Lakes Region Community College-Laconia
Received May 2007

National Fire Academy Executive Fire Officer
January 2012

Bachelor's Degree in Public Service Management
Granite State College, Concord, NH
Received December of 2014

CONTRACTOR NAME
Mary Hitchcock Memorial Hospital

Key Personnel

FY2020

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kirsten Vigneault	Community Health Partnership Coordinator / Public Health Emergency Preparedness – PHAC - SBC	$69,700	100%	$69,700
Jacqueline Baker	Community Health Partnership Coordinator/ Substance Misuse Prevention	$63,294	100%	$63,294
Ashley Greenfield	Community Health Partnership Coordinator / Substance Misuse Prevention –Continuum of Care – PHAC	$54,538	100%	$54,538
Bridget Aliaga	Community Health Partnership Coordinator / Substance Misuse Prevention – Continuum of Care/PHAC	$52,749	100%	$52,749
Steve Yannuzi	Community Health Partnership Coordinator / Public Health Emergency Preparedness - PHAC - SBC	$57,283	100%	$57,283

FY2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kirsten Vigneault	Community Health Partnership Coordinator / Public Health Emergency Preparedness – PHAC - SBC	$69,700	100%	$69,700
Jacqueline Baker	Community Health Partnership Coordinator/ Substance Misuse Prevention	$63,294	100%	$63,294
Ashley Greenfield	Community Health Partnership Coordinator / Substance Misuse Prevention – Continuum of Care – PHAC	$54,538	100%	$54,538
Bridget Aliaga	Community Health Partnership Coordinator / Substance Misuse Prevention – Continuum of Care/PHAC	$52,749	100%	$52,749
Steve Yannuzi	Community Health Partnership Coordinator / Public Health Emergency Preparedness - PHAC - SBC	$57,283	100%	$57,283

FORM NUMBER P-37 (version 5/8/15)

Subject: Regional Public Health Network Services SS-2019-DPHS-28-REGION-09

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mid-State Health Center		1.4 Contractor Address 101 Boulder Point Drive, Suite 1 Plymouth, NH 03264-1130	
1.5 Contractor Phone Number ~~603-536-4099 x1001~~ 603-536-4000 x1110	1.6 Account Number See Attached	1.7 Completion Date June 30, 2021	1.8 Price Limitation $649,802.
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory ROBERT MACLEOD, CEO OF MID-STATE	

1.13 Acknowledgement: State of NH, County of GRAFTON

On 05/28/2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal] S. Connolly

1.13.2 Name and Title of Notary or Justice of the Peace
SUSAN CONNOLLY, NOTARY

1.14 State/Agency Signature [signature] Date: 5/29/19	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: [signature] On: 6/4/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 5/29/19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 5/28/2019

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 5/28/19

Block 1.6 Account Number

1.6 Account Number

05-95-090-51700000-547-500394

05-95-090-51780000-103-502664

05-95-090-79640000-102-500731

05-95-090-80110000-102-500731

05-95-092-33800000-102-500731

05-95-090-75450000-102-500731

05-95-090-22390000-102-500731

05-95-092-33950000-102-500731

05-95-090-51780000-102-500731

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient), in accordance with 2 CFR 200.300.

2. Scope of Services

2.1. Lead Organization to Host a Regional Public Health Network (RPHN)

2.1.1. The Contractor shall serve as a lead organization to host a Regional Public Health Networks for the Central NH region, which is defined by the Department, to provide a broad range of public health services within one or more of the state's thirteen designated public health regions. The Contractor agrees the purpose of the RPHNs statewide are to coordinate a range of public health and substance misuse-related services, as described below to assure that all communities statewide are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services that include, but are not limited to:

2.1.1.1. Sustaining a regional Public Health Advisory Council (PHAC),

2.1.1.2. Planning for and responding to public health incidents and emergencies,

2.1.1.3. Preventing the misuse of substances,

2.1.1.4. Facilitating and sustaining a continuum of care to address substance use disorders,

2.1.1.5. Implementing young adult substance misuse prevention strategies,

2.1.1.6. Providing School Based Vaccination Clinics,

2.1.1.7. Conducting a community-based assessment related to childhood lead poisoning prevention, and

2.1.1.8. Ensuring contract administration and leadership.

2.2. Public Health Advisory Council

2.2.1. The Contractor shall coordinate and facilitate the regional Public Health Advisory Council (PHAC) to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

2.2.1.1. Maintain a set of operating guidelines or by-laws for the PHAC

2.2.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team with the authority to:

2.2.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

2.2.1.2.2. Address emergent public health issues as identified by regional partners and the Department and mobilize key regional stakeholders to address the issue.

2.2.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

2.2.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

2.2.1.2.5. Make recommendations within the public health region and to the state regarding funding and priorities for service delivery based on needs assessments and collection.

2.2.1.3. PHAC leadership team shall meet at least quarterly in order to:

2.2.1.3.1. Ensure meeting minutes are available to the public upon request.

2.2.1.3.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

2.2.1.4. Ensure a currently licensed health care professional will serve as a medical director for the RPHN who shall perform the following functions that are not limited to:

2.2.1.4.1. Write and issue standing orders when needed to carry out the programs and services funded through this agreement

2.2.1.4.2. Work with medical providers and the Department on behalf of the PHAC on any emergent public health issues. Participate in the Multi-Agency Coordinating Entity (MACE) during responses to public health emergencies as appropriate and based on availability.

2.2.1.5. Conduct at least biannual meetings of the PHAC.

2.2.1.6. Develop annual action plans for the services in this Agreement as advised by the PHAC.

2.2.1.7. Collect, analyze and disseminate data about the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

2.2.1.8. Maintain a current Community Health Improvement Plan (CHIP) that is aligned with the State Health Improvement Plan (SHIP) and informed by other health improvement plans developed by other community partners;

2.2.1.9. Provide leadership through guidance, technical assistance and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

2.2.1.10. Publish an annual report disseminated to the community capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities.

2.2.1.11. Maintain a website, which provides information to the public and agency partners, at a minimum, includes information about the PHAC, CHIP, SMP, CoC, YA and PHEP programs.

2.2.1.12. Conduct at least two educational and training programs annually to RPHN partners and others to advance the work of RPHN.

2.2.1.13. Educate partners and stakeholder groups on the PHAC, including elected and appointed municipal officials.

2.2.1.14. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

2.3. Public Health Emergency Preparedness

2.3.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity of partnering organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies as follows:

2.3.1.1. Ensure that all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions as follows:

2.3.1.2. Convene and coordinate a regional Public Health Emergency Preparedness (PHEP) coordinating/planning committee/workgroup to improve regional emergency response plans and the capacity of partnering entities to mitigate, prepare for, respond to and recover from public health emergencies.

2.3.1.3. Convene at least quarterly meetings of the regional PHEP committee/workgroup.

2.3.1.4. Ensure and document committee/workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA) annually.

2.3.1.5. Maintain a three-year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by CDC.

2.3.1.6. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

2.3.1.7. Submit an annual work plan based on a template provided by the Department of Health and Human Services (DHHS).

2.3.1.8. Sponsor and organize the logistics for at least two trainings annually for regional partners. Collaborate with the DHHS, Division of Public Health Services (DPHS), the Community Health Institute (CHI), NH Fire Academy, Granite State Health Care Coalition (GSHCC), and other training providers to implement these training programs.

2.3.1.9. Revise on an annual basis the Regional Public Health Emergency Anne (RPHEA) based on guidance from DHHS as follows:

2.3.1.9.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by DHHS.

2.3.1.9.2. Develop new appendices based on priorities identified by DHHS using templates provided by DHHS.

2.3.1.9.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

2.3.1.9.4. Participate in workgroups to develop or revise components of the RPHEA that are convened by DHHS or the agency contracted to provide training and technical assistance to RPHNs.

2.3.1.10. Understand the hazards and social conditions that increase vulnerability within the public health region including but not limited to cultural, socioeconomic, and demographic factors as follows:

2.3.1.10.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

2.3.1.10.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

2.3.1.11. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental,

public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health incident or emergency.

2.3.1.12. Regularly communicate with the Department's Area Agency contractor that provides developmental and acquired brain disorder services in your region.

2.3.1.13. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

2.3.1.14. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

2.3.1.15. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

2.3.1.16. Maintain the capacity to utilize WebEOC, the State's emergency management platform, during incidents or emergencies. Provide training as needed to individuals to participate in emergency management using WebEOC.

2.3.1.17. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

2.3.1.18. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

2.3.1.19. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the DHHS' SNS Coordinator to identify appropriate actions and priorities, that include, but are not limited to:

2.3.1.19.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans;

2.3.1.19.2. Annual submission of either ORR or self-assessment documentation;

2.3.1.19.3. ORR site visit as scheduled by the CDC and DHHS;

2.3.1.19.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

2.3.1.20. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies as follows:

2.3.1.20.1. Prior to purchasing new supplies or equipment, execute MOUs with agencies to store, inventory, and rotate these supplies.

2.3.1.20.2. Upload, at least annually, a complete inventory to a Health Information Management System (HIMS) identified by DHHS.

2.3.1.21. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector as follows:

2.3.1.21.1. Maintain proficiency in the volunteer management system supported by DHHS.

2.3.1.21.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy during an incident or emergency.

2.3.1.21.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

2.3.1.21.4. Conduct notification drills of volunteers at least quarterly.

2.3.1.22. As requested, participate in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

2.3.1.23. As requested by the DPHS, participate in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

2.3.1.24. As requested by DPHS, plan and implement targeted Hepatitis A vaccination clinics. Clinics should be held at locations where individuals at-risk for Hepatitis A can be accessed, according to guidance issued by DPHS.

2.4. Substance Misuse Prevention

2.4.1. The Contractor shall provide leadership and coordination to impact substance misuse and related health promotion activities by implementing, promoting and advancing evidence-based primary prevention approaches, programs, policies, and services as follows:

2.4.1.1. Reduce substance use disorder (SUD) risk factors and strengthen protective factors known to impact behaviors.

2.4.1.2. Maintain a substance misuse prevention SMP leadership team consisting of regional representatives with a special expertise in substance misuse prevention that can help guide/provide awareness and advance substance misuse prevention efforts in the region.

2.4.1.3. Implement the strategic prevention model in accordance with the SAMHSA Strategic Prevention Framework that includes: assessment, capacity development, planning, implementation and evaluation.

2.4.1.4. Implement evidenced-informed approaches, programs, policies and services that adhere to evidence-based guidelines, in accordance with the Department's guidance on what is evidenced informed.

2.4.1.5. Maintain, revise, and publicly promote data driven regional substance misuse prevention 3-year Strategic Plan that aligns with the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan, and the State Health Improvement Plan).

2.4.1.6. Develop an annual work plan that guides actions and includes outcome-based logic models that demonstrates short, intermediate and long term measures in alignment the 3-year Strategic Plan, subject to Department's approval.

2.4.1.7. Advance and promote and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective and indicated by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families and communities.

2.4.1.8. Produce and disseminate an annual report that demonstrates past year successes, challenges, outcomes and projected goals for the subsequent year.

2.4.1.9. Comply with federal block grant requirements for substance misuse prevention strategies and collection and reporting of data as outlined in the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

2.4.1.10. Ensure substance misuse prevention is represented at PHAC meetings and with an exchange of bi-directional information to advance efforts of substance misuse prevention initiatives.

2.4.1.11. Assist, at the direction of BDAS, SMP staff with the Federal Block Grant Comprehensive Synar activities that consist of, but are not limited to, merchant and community education efforts, youth involvement, and policy and advocacy efforts.

2.5. Continuum of Care

2.5.1. The Contractor shall provide leadership and/or support for activities that assist in the development of a robust continuum of care (CoC) utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC) as follows:

2.5.1.1. Engage regional partners (Prevention, Intervention, Treatment, Recovery Support Services, primary health care, behavioral health care and other interested and/or affected parties) in ongoing update of regional assets and gaps, and regional CoC plan development and implementation.

2.5.1.2. Work toward, and adapt as necessary and indicated, the priorities and actions identified in the regional CoC development plan.

2.5.1.3. Facilitate and/or provide support for initiatives that result in increased awareness of and access to services, increased communication and collaboration among providers, and increases in capacity and delivery of services.

2.5.1.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan and service capacity increase activities.

2.5.1.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work such as Integrated Delivery Networks.

2.5.1.6. Work with the statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek help (health, education, safety, government, business, and others) in every community in the region.

2.5.1.7. Engage regional stakeholders to assist with information dissemination.

2.6. Young Adult Substance Misuse Prevention Strategies

2.6.1. The Contractor shall provide evidence-informed services and/or programs for young adults, ages 18 to 25 in high-risk high-need communities within their region which are both appropriate and culturally relevant to the targeted population as follows:

2.6.1.1. Ensure evidenced-informed substance misuse prevention strategies are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse.

2.6.1.2. Ensure evidenced-Informed Program, Practices or Policies meet one or more of the following criteria:

2.6.1.2.1. Evidenced-Based-Programs, policies, practices that are endorsed as evidenced-based have demonstrated a commitment to refining program

protocols and process, and a high-quality, systematic evaluation documenting short-term and intermediate outcomes which are listed on the National Registry of Evidenced-Based Programs and Practices (NREPP) published by the Federal Substance Abuse Mental Health Abuse Mental Health Services Authority (SAMHSA) or a similar published list (USDOE);

2.6.1.2.2. Those programs, policies, and practices that have been published in a peer review journal or similar peer review literature;

2.6.1.2.3. Practices that are programs that are endorsed as a promising practice that have demonstrated readiness to conduct a high quality, systematic evaluation. The evaluation includes the collection and reporting of data to determine the effectiveness on indicators highly correlated with reducing or preventing substance misuse. Promising practices are typically those that have been endorsed as such by a State's Expert Panel or Evidenced-Based Workgroup; or

2.6.1.2.4. Innovative programs that must apply to the State's Expert Panel within one year and demonstrate a readiness to conduct a high quality, systematic evaluation.

2.7. School Based Vaccination Clinics

2.7.1. The Contractor shall provide organizational structure to administer school-based flu clinics (SBC) as follows:

2.7.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

2.7.1.2. Coordinate information campaigns with school officials targeted to parents/guardians to maximize student participation rates.

2.7.1.3. Distribute state supplied promotional vaccination material

2.7.1.4. Distribute, obtain, verify and store written consent from legal guardian prior to administration of vaccine in compliance with HIPPA and other state and federal regulations.

2.7.1.5. If the contractor lacks the ability to store vaccination consents within HIPPA guidelines, the contractor may request the NH DPHS Immunization Program (NHIP) to store these records once the contractor has completed data collection and reporting.

2.7.1.6. Document, verify and store written or electronic record of vaccine administration in compliance with HIPPA and other state and federal regulations.

2.7.1.7. If the contractor lacks the ability to store vaccination record within HIPPA guidelines, the contractor may request the NHIP to store these records once the contractor has completed data collection and reporting.

2.7.1.8. Provide written communication of vaccination status (completed/not completed) to the legal guardian upon the day of vaccination.

2.7.1.9. Provide the following vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the legal guardian requests that the information not be shared. This information may be given to the parents to distribute to the primary care provider:

- 2.7.1.9.1. Patient full name and one other unique patient identifier
- 2.7.1.9.2. Vaccine name
- 2.7.1.9.3. Vaccine manufacturer
- 2.7.1.9.4. Lot number
- 2.7.1.9.5. Date of vaccine expiration
- 2.7.1.9.6. Date of vaccine administration
- 2.7.1.9.7. Date Vaccine Information Sheet (VIS) was given
- 2.7.1.9.8. Edition date of the VIS given
- 2.7.1.9.9. Name and address of entity that administered the vaccine (contractor's name)
- 2.7.1.9.10. Full name and title of person who administered the vaccine

2.7.1.10. Ensure that current federal guidelines for vaccine administration are adhered to, including but not limited to disseminating a Vaccine Information Statement, so that the legal authority (legal guardian, parent, etc.) is provided access to this information on the day of vaccination.

2.7.1.11. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers and patients.

2.7.1.12. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent and total number of students absent with influenza-like illness for in session school days.

2.7.1.13. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

2.7.2. The Contractor shall safely administer vaccine supplied by NHIP as follows:

2.7.2.1. Obtain medical oversight, standing orders, emergency interventions/protocols and clinical expertise through providing a medical/clinical director.

2.7.2.2. Medical/Clinical director needs to be able to prescribe medication in the State of New Hampshire.

2.7.2.3. Medical/Clinical director can be a Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), or Advanced Practice Registered Nurse (APRN).

2.7.2.4. Copies of standing orders, emergency interventions/protocols will be available at all clinics.

2.7.2.5. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

2.7.2.6. Procure necessary supplies to conduct school vaccine clinics. This includes but is not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, non-latex bandages, etc.

2.7.3. The Contractor shall ensure proper vaccine storage, handling and management as follows:

2.7.3.1. Annually submit a signed Vaccine Management Agreement to NHIP ensuring that all listed requirements are met.

2.7.3.2. Contractor's SBC coordinator needs to complete the NHIP vaccination training annually. In addition, contractor's SBC coordinator will complete vaccine ordering and vaccine storage and handling training. Contractor agrees to keep a copy of these training certificates on file.

2.7.3.3. Contractor may use NHIP trainings or their own educational materials to train their SBC staff. If contractor chooses to utilize non NHIP training, all training materials will be submitted to NHIP for prior approval.

2.7.3.4. A copy of all training materials will be kept on site for reference during SBCs.

2.7.3.5. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the contractor's custody.

2.7.3.6. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.

2.7.3.7. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

2.7.3.8. Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

2.7.3.9. Ensure each and every dose of vaccine is accounted for.

2.7.3.10. Submit a monthly temperature log for the vaccine storage refrigerator.

2.7.3.11. Notify NHIP through contacting the NHIP Nursing help line and faxing incident forms of any adverse event within 24 hours of event occurring.

2.7.3.12. In the event of stored vaccine going outside of the manufacturers recommended temperatures (a vaccine temperature excursion):

2.7.3.13. Immediately quarantine the vaccine in a temperature appropriate setting, separating it from other vaccine and labeling it "DO NOT USE".

2.7.3.14. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

2.7.3.15. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

2.7.3.16. Submit a Cold Chain Incident Report along with a Data Logger report to NHIP within 24 hours of temperature excursion occurrence.

2.7.4. The Contractor shall complete the following tasks within 24 hours of the completion of every clinic:

2.7.4.1. Update State Vaccination system with total number of vaccines administered and wasted during each mobile clinic. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

2.7.4.2. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the contractor's established vaccine refrigerator.

2.7.4.3. Submit the following totals to NHIP outside of the Vaccine ordering system the:

2.7.4.3.1. total number of students vaccinated.

2.7.4.3.2. total number of vaccines wasted.

2.7.4.4. Complete an annual year-end self-evaluation and improvement plan for the following areas:

2.7.4.4.1. Strategies that worked well in the areas of communication, logistics, or planning.

2.7.4.4.2. Areas for improvement both at the state and regional levels. Emphasize strategies for implementing improvements.

2.7.4.4.3. Discuss strategies that worked well for increasing both the number of clinics held at schools as well as the number of students vaccinated.

2.7.4.4.4. Discuss future strategies and plans for increasing students vaccinated. Include suggestions on how state level resources may aid in this effort.

2.7.5. The Contractor will be funded through a combination of base funding and incentivized funding. The goal of the incentivized funding is to encourage the contractor to offer vaccination at

schools, which have a greater economic disparity. To this end, a list of schools serving higher populations of students who qualify for the New Hampshire Free/Reduced School Lunch will be generated annually by NHIP in collaboration with the Department of Education (DOE). To receive full funding, contractors will need to serve at least 50% of schools listed.

2.7.5.1. If a contractor is unable to provide vaccine to at least 50% of the schools listed, the contractor will need to show evidence of providing vaccine to additional schools listed but not previously served the year before in order to receive full funding.

2.7.5.2. If NHIP and Contractor both agree that all options to try and offer vaccination services at a school have been exhausted, NHIP will replace that school with the next school listed from the New Hampshire Free/Reduced Lunch generated list.

2.7.5.3. If a contractor is unable to demonstrate the growth listed in 3.7.9.1, they will be awarded funding on a sliding scale based on the percentage of schools listed. This calculation will be the % of actual listed school covered divided by 50%. The percentage determined by that equation will be multiplied by the total amount of dollars available for funding, beyond the base portion of funding, to total the amount of dollars awarded for that year.

2.8. Childhood Lead Poisoning Prevention Community Assessment

2.8.1. The Contractor shall participate in a statewide meeting, hosted by the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP), to review data and other information specific to the burden of lead poisoning within the region as follows:

2.8.1.1. Partner with the HHLPPP to identify and invite a diverse group of regional partners to participate in a regional outreach and educational meeting on the burden of lead poisoning. Partners may include, but are not limited to, municipal governments (e.g. code enforcement, health officers, elected officials) school administrators, school boards, hospitals, health care providers, U.S. Housing and Urban Department lead

hazard control grantees, public housing officials, Women, Infant and Children programs, Head Start and Early Head Start programs, child educators, home visitors, legal aid, and child advocates.

2.8.1.2. Collaborate with partners from within the region to identify strategies to reduce the burden of lead poisoning in the region. Strategies may include, but are not limited to, modifying the building permit process, implementing the Environmental Protection Agency's Renovate, Repair and Paint lead safe work practice training into the curriculum of the local school district's Career and Technical Center, identify funding sources to remove lead hazards from pre-1978 housing in the community, increase blood lead testing rates for one and two year old children in local health care practices, and/or implement pro-active inspections of rental housing and licensed child care facilities.

2.8.1.3. Prepare and submit a brief proposal to the HHLPPP identifying strategy(s) to reduce the burden of lead poisoning, outlining action steps and funding necessary to achieve success with the strategy over a one-year period.

2.9. Contract Administration and Leadership

2.9.1. The Contactor shall introduce and orient all funded staff to the work of all the activities conducted under the contract as follows.

2.9.1.1. Ensure detailed work plans are submitted annually for each of the funded services based on templates provided by the DHHS.

2.9.1.2. Ensure all staff have the appropriate training, education, experience, skills, and ability to fulfill the requirements of the positions they hold and provide training, technical assistance or education as needed to support staff in areas of deficit in knowledge and/or skills.

2.9.1.3. Ensure communication and coordination when appropriate among all staff funded under this contract.

2.9.1.4. Ensure ongoing progress is made to successfully complete annual work plans and outcomes achieved.

2.9.1.5. Ensure financial management systems are in place with the capacity to manage and report on multiple sources of state and federal funds, including work done by subcontractors.

3. Training and Technical Assistance Requirements

3.1. The Contractor shall participate in training and technical assistance as follows:

3.1.1. Public Health Advisory Council

3.1.1.1. Attend semi-annual meetings of PHAC leadership convened by DPHS/BDAS.

3.1.1.2. Complete a technical assistance needs assessment.

3.1.2. Public Health Emergency Preparedness

3.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by DPHS/ESU. Complete a technical assistance needs assessment.

3.1.2.2. Attend up to two trainings per year offered by DPHS/ESU or the agency contracted by the DPHS to provide training programs.

3.1.3. Substance Misuse Prevention

3.1.3.1. SMP coordinator shall attend community of practice meetings/activities.

3.1.3.2. At DHHS' request, engage with ongoing technical assistance to ensure the RPHN workforce is knowledge, skilled and has the ability to carry out all scopes of work (e.g. using data to inform plans and evaluate outcomes, using appropriate measures and tools, etc.)

3.1.3.3. Attend all bi-monthly meetings of SMP coordinators.

3.1.3.4. Participate with DHHS technical assistance provider on interpreting the results of the Regional SMP Stakeholder Survey.

3.1.3.5. Attend additional meetings, conference calls and webinars as required by DHHS.

3.1.3.6. SMP lead staff must be credentialed within one year of hire as Certified Prevention Specialist to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board. (http://nhpreventcert.org/).

3.1.3.7. SMP staff lead must attend required training, Substance Abuse Prevention Skills Training (SAPST). This training is offered either locally or in New England one (1) to two (2) times annually.

3.1.4. Continuum of Care

3.1.4.1. Be familiar with the evidence-based Strategic Planning Model (includes five steps: Assessment, Capacity, Planning, Implementation, and Development), RROSC and NH DHHS CoC systems development and the "No Wrong Door" approach to systems integration.

3.1.4.2. Attend quarterly CoC Facilitator meetings.

3.1.4.3. Participate in the CoC learning opportunities as they become available to:

3.1.4.3.1. Receive information on emerging initiatives and opportunities;

3.1.4.3.2. Discuss best ways to integrate new information and initiatives;

3.1.4.3.3. Exchange information on CoC development work and techniques;

3.1.4.3.4. Assist in the refinement of measures for regional CoC development;

3.1.4.3.5. Obtain other information as indicated by BDAS or requested by CoC Facilitators.

3.1.4.4. Participate in one-on-one information and/or guidance sessions with BDAS and/or the entity contracted by the department to provide training and technical assistance.

3.1.5. Young Adult Strategies

3.1.5.1. Ensure all young adult prevention program staff receive appropriate training in their selected evidenced-informed program by an individual authorized by the program developer.

3.1.5.2. Participate in ongoing technical assistance, consultation, and targeted trainings from the Department and the entity contracted by the department to provide training and technical assistance.

3.1.6. School-Based Clinics

3.1.6.1. Staffing of clinics requires a currently licensed clinical staff person with a current Basic Life Support

Certification at each clinic to provide oversight and direction of clinical operations. Clinical license (or copy from the NH online license verification showing the license type, expiration and status) and current BLS certificate should be kept in training file.

4. Staffing

4.1. The Contractor's staffing structure must include a contract administrator and a finance administrator to administer all scopes of work relative to this agreement. In addition, while there is staffing relative to each scope of work presented below, the administrator must ensure that across all funded positions, in addition to subject matter expertise, there is a combined level of expertise, skills and ability to understand data; use data for planning and evaluation; community engagement and collaboration; group facilitation skills; and IT skills to effectively lead regional efforts related to public health planning and service delivery. The funded staff must function as a team, with complementary skills and abilities across these foundational areas of expertise to function as an organization to lead the RPHN's efforts.

4.2. The Contractor shall hire or subcontract and provide support for a designated project lead for each of the following four (4) scopes of work: PHEP, SMP, CoC Facilitator, and Young Adult Strategies. DHHS Recognizes that this agreement provides funding for multiple positions across the multiple program areas, which may result in some individual staff positions having responsibilities across several program areas, including, but not limited to, supervising other staff. A portion of the funds assigned to each program area may be used for technical and/or administrative support personnel. See Table 1 – Minimum for technical and/or administrative support personnel. See Table 1 – Minimum Staffing Requirements.

4.3. Table 1 – Minimum Staffing Requirements

Position Name	Minimum Required Staff Positions
Public Health Advisory Council	No minimum FTE requirement
Substance Misuse Prevention Coordinator	Designated Lead
Continuum of Care Facilitator	Designated Lead
Public Health Emergency Preparedness Coordinator	Designated Lead
Young Adult Strategies (optional)	Designated Lead

5. Reporting

5.1. The Contractor shall:

5.1.1. Participate in Site Visits as follows:

5.1.1.1. Participate in an annual site visit conducted by DPHS/BDAS that includes all funded staff, the contract administrator and financial manager.

5.1.1.2. Participate in site visits and technical assistance specific to a single scope of work as described in the sections below.

5.1.1.3. Submit other information that may be required by federal and state funders during the contract period.

5.1.2. Provide Reports for the Public Health Advisory Council as follows:

5.1.2.1. Submit quarterly PHAC progress reports using an on-line system administered by the DPHS.

5.1.3. Provide Reports for the Public Health Preparedness as follows:

5.1.3.1. Submit quarterly PHEP progress reports using an on-line system administered by the DPHS.

5.1.3.2. Submit all documentation necessary to complete the MCM ORR review or self-assessment.

5.1.3.3. Submit semi-annual action plans for MCM ORR activities on a form provided by the DHHS.

5.1.3.4. Submit information documenting the required MCM ORR-related drills and exercises.

5.1.3.5. Submit final After Action Reports for any other drills or exercises conducted.

5.1.4. Provide Reports for Substance Misuse Prevention as follows:

5.1.4.1. Submit Quarterly SMP Leadership Team meeting agendas and minutes

5.1.4.2. 3-Year Plans must be current and posted to RPHN website, any revised plans require BDAS approval

5.1.4.3. Submission of annual work plans and annual logic models with short, intermediate and long term measures

5.1.4.4. Input of data on a monthly basis to an online database (e.g. PWITS) per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

Federal Block Grant. The data includes but is not limited to:

5.1.4.4.1. Number of individuals served or reached

5.1.4.4.2. Demographics

5.1.4.4.3. Strategies and activities per IOM by the six (6) activity types.

5.1.4.4.4. Dollar Amount and type of funds used in the implementation of strategies and/or interventions

5.1.4.4.5. Percentage evidence based strategies

5.1.4.5. Submit annual report

5.1.4.6. Provide additional reports or data as required by the Department.

5.1.4.7. Participate and administer the Regional SMP Stakeholder Survey in alternate years.

5.1.5. Provide Reports for Continuum of Care as follows:

5.1.5.1. Submit update on regional assets and gaps assessments as required.

5.1.5.2. Submit updates on regional CoC development plans as indicated.

5.1.5.3. Submit quarterly reports as indicated.

5.1.5.4. Submit year-end report as indicated.

5.1.6. Provide Reports for Young Adult Strategies as follows:

5.1.6.1. Participate in an evaluation of the program that is consistent with the federal Partnership for Success 2015 evaluation requirements. Should the evaluation consist of participant surveys, vendors must develop a

system to safely store and maintain survey data in compliance with the Department's policies and protocols. Enter the completed survey data into a database provided by the Department. Survey data shall be provided to the entity contracted by the Department to provide evaluation analysis for analysis.

5.1.6.2. Input data on a monthly basis to an online database as required by the Department. The data includes but is not limited to:

5.1.6.2.1. Number of individuals served

5.1.6.2.2. Demographics of individuals served

5.1.6.2.3. Types of strategies or interventions implemented

5.1.6.2.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions

5.1.6.3. Meet with a team authorized by the Department on a semiannual basis or as needed to conduct a site visit.

5.1.7. Provide Reports for School-Based Vaccination Clinics as follows:

5.1.7.1. Attend annual debriefing and planning meetings with NHIP staff.

5.1.7.2. Complete a year-end summary of total numbers of children vaccinated, as well as accomplishments and improvements to future school-based clinics. No later than 3 months after SBCs are concluded, give the following aggregated data grouped by school to NHIP:

5.1.7.2.1. Number of students at that school

5.1.7.2.2. Number of students vaccinated out of the total number at that school

5.1.7.2.3. Number of vaccinated students on Medicaid out of the total number at that school

5.1.7.3. Provide other reports and updates as requested by NHIP.

5.1.8. Provide Reports for Childhood Lead Poisoning Prevention Community Assessment as follows:

5.1.8.1. Submit a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

6. Performance Measures

6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the DHHS, to measure the effectiveness of the agreement as follows:

6.1.1. Public Health Advisory Council

6.1.1.1. Documented organizational structure for the PHAC (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).

6.1.1.2. Documentation that the PHAC membership represents public health stakeholders and the covered populations described in section 3.1.

6.1.1.3. CHIP evaluation plan that demonstrates positive outcomes each year.

6.1.1.4. Publication of an annual report to the community.

6.1.2. Public Health Emergency Preparedness

6.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review based on prioritized recommendations from DHHS.

6.1.2.2. Response rate and percent of staff responding during staff notification, acknowledgement and assembly drills.

6.1.2.3. Percent of requests for activation met by the Multi-Agency Coordinating Entity.

6.1.2.4. Percent of requests for deployment during emergencies met by partnering agencies and volunteers.

6.1.3. Substance Misuse Prevention

6.1.3.1. As measured by the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health (NSDUH), reductions in prevalence rates for:

6.1.3.1.1. 30-day alcohol use
6.1.3.1.2. 30-day marijuana use
6.1.3.1.3. 30-day illegal drug use
6.1.3.1.4. Illicit drug use other than marijuana
6.1.3.1.5. 30-day Nonmedical use of pain relievers
6.1.3.1.6. Life time heroin use
6.1.3.1.7. Binge Drinking
6.1.3.1.8. Youth smoking prevalence rate, currently smoke cigarettes
6.1.3.1.9. Binge Drinking

6.1.3.1.10. Youth smoking prevalence rate, currently smoke cigarettes

6.1.3.2. As measured by the YRB and NSDUH increases in the perception of risk for:

6.1.3.2.1. Perception of risk from alcohol use
6.1.3.2.2. Perception of risk from marijuana use
6.1.3.2.3. Perception of risk from illegal drug use
6.1.3.2.4. Perception of risk from Nonmedical use of prescription drugs without a prescription
6.1.3.2.5. Perception of risk from binge drinking
6.1.3.2.6. Perception of risk in harming themselves physically and in other ways when they smoke one or more packs of cigarettes per day
6.1.3.2.7. Demonstrated outcomes related to Risk and Protective Factors that align with prevalence data and strategic plans.

6.1.4. Continuum of Care

6.1.4.1. Evidence of ongoing update of regional substance use services assets and gaps assessment.
6.1.4.2. Evidence of ongoing update of regional CoC development plan.
6.1.4.3. Number of partners assisting in regional information dissemination efforts.
6.1.4.4. Increase in the number of calls from community members in regional seeking help as a result of information dissemination.
6.1.4.5. Increase in the number of community members in region accessing services as a result of information dissemination.
6.1.4.6. Number of other related initiatives CoC Facilitator leads, participates in, or materially contributes to.

6.1.5. Young Adult Strategies

6.1.5.1. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.1.1. Participants will report a decrease in past 30-day alcohol use.
6.1.5.1.2. Participants will report a decrease in past 30-day non-medical prescription drug use.

6.1.5.1.3. Participants will report a decrease in past 30-day illicit drug use including illicit opioids.

6.1.5.2. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.2.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.2.2. Participants will report a decrease in negative consequences from substance misuse.

6.1.6. School-Based Vaccination Clinics

6.1.6.1. Annual increase in the percent of students receiving seasonal influenza vaccination in school-based clinics.

6.1.6.2. Annual increase in the percentage of schools identified by NHIP that participate in the Free/Reduced School Lunch Program; or completion of at least 50% of schools listed.

6.1.6.3. Vaccine wastage shall be kept below 5%.

6.1.7. Childhood Lead Poisoning Prevention Community Assessment

6.1.7.1. At least one (1) representative from the RPHN attends a one-day meeting hosted by the HHLPPP to review data pertaining to the burden of lead in the region.

6.1.7.2. At least six (6) diverse partners from the region participate in an educational session on the burden of lead poisoning.

6.1.7.3. Submission of a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   1.1. This Agreement is funded with funds from the:

      1.1.1. Federal Funds from the US Centers for Disease Control and Prevention, Preventive Health Services, Catalog of Federal Domestic Assistance (CFDA #) 93.991, Federal Award Identification Number (FAIN) #B01OT009205.

      1.1.2. Federal Funds from the US Centers for Disease Control and Prevention, Public Health Emergency Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.069, Federal Award Identification Number (FAIN) #U90TP000535, and General Funds.

      1.1.3. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance (CFDA #) 93.959, Federal Award Identification Number (FAIN) #TI010035, and General Funds

      1.1.4. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative, Catalog of Federal Domestic Assistance (CFDA #) 93.243, Federal Award Identification Number (FAIN) #SP020796

      1.1.5. Federal Funds from the US Centers for Disease Control and Prevention, National Center for Immunization and Respiratory Diseases, Catalog of Federal Domestic Assistance (CFDA #) 93.268, Federal Award Identification Number (FAIN) #H23IP000757

      1.1.6. Federal Funds from the US Department of Health and Human Services, Public Health Hospital Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.889, Federal Award Identification Number (FAIN) #U90TP000535.

      1.1.7. Federal Funds from the US Department of Health and Human Services, Childhood Lead Poisoning Prevention and Surveillance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.197, Federal Award Identification Number (FAIN) #NUE2EH001408.

      1.1.8. And General Funds from the State of New Hampshire.

   1.2. The Contractor shall provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

   1.3. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2. Program Funding

Exhibit B

2.1. The Contractor shall be paid up to the amounts specified for each program/scope of work identified in Exhibit B-1 Program Funding.

2.2. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

2.2.1. Utilize budget forms as provided by the Department

2.2.2. Submit a budget for each program/scope of work for each state fiscal year in accordance with Exhibit B-1.

2.2.3. Collaborate with the Department to incorporate approved budgets into this agreement by Amendment.

3. Payment for said services shall be made monthly as follows:

3.1. 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 budget line items in Section 2.2 above.

3.2. The Contractor shall submit an invoice form provided by the Department no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

3.3. The Contractor shall ensure the invoices are completed, signed, dated and returned to the Department in order to initiate payments.

3.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

3.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

3.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHSContractBilling@dhhs.nh.gov

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

6. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Vendor Name: Mid-State Health Center
Contract Name: Regional Public Health Network Services
Region: Central NH

Program Name and Funding Amounts

State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse Prevention	Continuum of Care	Young Adult Substance Misue Preventioin Strategies*	School-Based Vaccination Clinics	Childhood Lead Poisoning Prevention Community Assessment	Hepatitis A Vaccination Clinics
2019	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200.00	$ 10,000.00
2020	$ 30,000.00	$ 93,600.00	$ 78,453.00	$ 40,098.00	$ 90,000.00	$ 15,000.00	$ 1,800.00	$ 10,000.00
2021	$ 30,000.00	$ 93,600.00	$ 78,453.00	$ 40,098.00	$ 22,500.00	$ 15,000.00	$ -	$ -

*Young Adult Strategies State Fiscal Year 2021 Funding ends September 30, 2020.

Contractor Initials:
Contractor:
6/10/19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials
Date 5/28/19

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

5/29/19
Date

Name: Robert J. MacLeod
Title: CEO

Vendor Initials RJM
Date 5/29/19

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

5/29/19
Date

Name: Robert Hurst
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials

Date 5/23/19

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

5/28/19
Date

Name: Robert Hunt
Title: CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

5/28/19
Date

Name: Robert J. Murch
Title: CEO

Vendor Initials

Date 5/28/19

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

5/28/19
Date

Name: Robert J. Mitchell
Title: CEO

Vendor Initials
Date 5/28/19

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Mid-State Health Center
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Robert Mack
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
5/29/19	5/28/19
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor 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 Vendor 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.

Vendor Name:

5/22/19
Date

Name: Robert Mach
Title: CEO

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 109385625

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials

Date 5/28/19

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MID-STATE HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1998. 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: **285492**

Certificate Number: **0004521839**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of May A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, _____

(~~Timothy Naro, Mid-State Health Center Board of Directors President~~) e
VP Peter Laufenberg, MSHC Board

do hereby certify that:

1. I am a duly elected Officer of Mid-State Health Center.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of Mid-State Health Center duly held on May 28, 2019:

   RESOLVED: That the CEO of Mid-State Health Center
   (Chief Executive Officer of Mid-State Health Center)

   is hereby authorized on behalf of Mid-State Health Center to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of May, 2019.

4. Robert MacLeod is the Chief Executive Officer of Mid-State Health Center.

_____
(Signature of Elected Officer ~~Timothy Naro~~)
VP Peter Laufenberg

STATE OF NEW HAMPSHIRE

County of GRAFTON

The forgoing instrument was acknowledged before me this 28th day of May, 2019,
by ~~Timothy Naro~~ e VP Peter Laufenberg.
(Name of Elected Officer of the Agency)

_____
(Signature of Notary Public/Justice of the Peace)

(NOTARY SEAL)

My Commission Expires: 06-29-21

SUSAN D. CONNOLLY
Notary Public - New Hampshire
My Commission Expires June 29, 2021

CERTIFICATE OF LIABILITY INSURANCE

Date: 05/28/19

Administrator:
New England Special Risks, Inc.
60 Prospect St.
Sherborn, Ma. 01770
Phone: (508) 561-6111

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURERS AFFORDING COVERAGE

Insurer A:	Medical Protective Insurance Co.
Insurer B:	AIM Mutual Insurance Co.
Insurer C:	
Insurer D:	
Insurer E:	

Insured:
Mid-State Health Center
101 Boulder Point Dr.- Suite 1
Plymouth, NH. 03264

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, aggregate limits shown may have been reduced by paid claims.

INS. LTR.	TYPE OF INSURANCE	POLICY NUMBER	Policy Effective Date	Policy Expiration Date	LIMITS		
A	**General Liability** ☑ Commercial General Liability ☐ Claims Made ☑ Occurrence ☐ ☐ General Aggregate Limit Applies Per: ☑ Policy ☐ Project ☐ Loc	HN 030313	10/1/2018	10/1/2019	Each Occurrence Fire Damage (Any one fire) Med Exp (Any one person) Personal & Adv Injury General Aggregate Products - Comp/Op Agg	$ $ $ $ $ $	1,000,000 50,000 5,000 1,000,000 3,000,000 1,000,000
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ _____				Combined Single Limit (Each accident) Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage (Per accident)	$ $ $ $	
	Garage Liability ☐ Any Auto ☐				Auto Only - Ea. Accident Other Than Auto Only: Ea. Acc Other Than Auto Only: Agg	$ $ $	
	Excess Liability ☐ Occurrence ☐ Claims Made ☐ Deductible ☐ Retention $				Each Occurrence Aggregate	$ $	
B	**Workers Compensation and Employers' Liability**	ECC-4000079	10/1/2018	10/1/2019	☑ Statutory Limits ☐ Other E.L. Each Accident E.L. Disease-Ea. Employee E.L. Disease - Policy Limit	$ $ $	500,000 500,000 500,000
A	**Entity Healthcare Professional and Employed Physicians Professional Liability**	HN 030313	10/1/2018	10/1/2019	Per Incident Aggregate		$1,000,000 $3,000,000

Description of operations/vehicles/exclusions added by endorsement/special provision

Evidence of current Liability and Worker Compensation Coverage for the Insured.

Certificate Holder

State of New Hampshire
Dept. of Health and Human Services
129 Pleasant St.
Concord, NH. 03301

Should any of the above policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

Emanuel Pilakis

MID-STATE HEALTH CENTER

Where your care comes together.

Family, Internal and Pediatric Medicine • Behavioral Health • Dental Care

midstatehealth.org

Mission Statement: Mid-State Health Center provides sound primary medical care to the community, accessible to all regardless of the ability to pay.

Plymouth Office: 101 Boulder Point Drive • PH (603) 536-4000 • FAX (603) 536-4001
Bristol Office: 100 Robie Road • PH (603) 744-6200 • FAX (603) 744-9024
Mailing Address: 101 Boulder Point Drive • Suite 1 • Plymouth, NH 03264

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Financial Statements

As of and for the Years Ended
June 30, 2018 and 2017

Supplemental Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2018

and

Independent Auditors' Report

MID-STATE
HEALTH CENTER
A non-profit corporation

MID-STATE HEALTH CENTER AND SUBSIDAIRY

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As of and for the Years Ended June 30, 2018 and 2017

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Independent Auditors' Report

To the Board of Trustees of
Mid-State Health Center and Subsidiary:

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Mid-State Health Center and Subsidiary, which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Tyler, Simms & St. Sauveur, P.C. • 19 Morgan Drive • Lebanon, NH 03766 • Ph. 603-653-0044 • Fax 603-653-0209
www.tss-cpa.com

Emphasis of Matter

Changes in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Organization elected to early-adopt the following accounting standard updates:

- ASU 2016-18, *Statement of Cash Flows - Restricted Cash*
- ASU 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*

As discussed in Note 1 to the consolidated financial statements, the Organization has elected to change its method of accounting under the following accounting standards:

- ASU 2014-17, *Business Combinations: Pushdown Accounting*

Our opinion is not modified with respect to these matters.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Mid-State Health Center and Subsidiary as of June 30, 2018 and 2017, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) 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. The consolidating information is also presented on pages 28-33 for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of the Organization's management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated 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 October 23, 2018, 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.

Tyler, Simms and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
October 23, 2018

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Financial Position

As of June 30, 2018 and 2017

	2018	2017
Assets		
Current assets		
Cash and cash equivalents	$ 1,453,543	$ 1,354,014
Restricted cash	53,419	37,530
Patient accounts receivable, net	683,199	669,637
Estimated third-party settlements	98,348	96,663
Contracts and grants receivable	291,932	335,463
Prepaid expenses and other receivables	357,533	723,892
Total current assets	2,937,974	3,217,199
Property and equipment, net	6,022,468	6,275,857
Total assets	$ 8,960,442	$ 9,493,056
Liabilities		
Current liabilities		
Accounts payable	$ 122,653	$ 97,496
Accrued expenses and other current liabilities	68,579	327,010
Accrued payroll and related expenses	353,519	331,612
Accrued earned time	354,444	343,266
Current portion of long-term debt	160,342	189,748
Current portion of capital lease obligations	7,460	2,036
Total current liabilities	1,066,997	1,291,168
Long-term debt, less current portion	4,348,832	4,512,203
Capital lease obligations, less current portion	791	3,169
Total liabilities	5,416,620	5,806,540
Commitments and contingencies (See Notes)		
Net assets		
Unrestricted	3,543,822	3,674,558
Temporarily restricted	-	11,958
Total net assets	3,543,822	3,686,516
Total liabilities and net assets	$ 8,960,442	$ 9,493,056

The accompanying notes to financial statements are an integral part of these statements.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Operations and Changes in Net Assets

For the Years Ended June 30, 2018 and 2017

	2018	2017
Changes in unrestricted net assets		
Unrestricted revenue, gains and other support		
Patient service revenue (net of contractual allowances and discounts)	$ 7,064,450	$ 6,386,654
Provision for uncollectible accounts	280,637	194,748
Net patient service revenue	6,783,813	6,191,906
Contracts and grants	2,260,034	2,319,624
Contributions	13,903	91,890
Other operating revenue	1,308,807	1,367,014
Net assets released from restrictions used for operating	8,599	7,312
Total unrestricted revenue, gains and other support	10,375,156	9,977,746
Expenses		
Salaries and wages	6,490,478	6,018,733
Employee benefits	1,469,123	1,330,017
Insurance	137,116	72,067
Professional fees	563,056	522,478
Supplies and expenses	1,348,770	1,236,154
Depreciation and amortization	297,293	300,688
Interest expense	203,415	218,673
Total expenses	10,509,251	9,698,810
Operating income (loss)	(134,095)	278,936
Other income		
Debt discharge income	-	250,000
Total other income	-	250,000
Excess (deficit) of revenues over expenses	(134,095)	528,936
Other changes in unrestricted net assets		
Net assets released from restrictions used for property and equipment	3,359	47,580
Increase (decrease) in unrestricted net assets	(130,736)	576,516
Changes in temporarily restricted net assets		
Contributions	-	20,751
Net assets released from restrictions	(11,958)	(54,892)
Decrease in temporarily restricted net assets	(11,958)	(34,141)
Change in net assets	(142,694)	542,375
Net assets, beginning of year	3,686,516	3,144,141
Net assets, end of year	$ 3,543,822	$ 3,686,516

The accompanying notes to financial statements are an integral part of these statements.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Cash Flows

For the Years Ended June 30, 2018 and 2017

	2018	2017
Cash flows from operating activities		
Change in net assets	$ (142,694)	$ 542,375
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Debt discharge income	-	(250,000)
Depreciation and amortization	297,293	300,688
Amortization reflected as interest	2,667	2,833
Provision for uncollectible accounts	280,637	194,748
(Increase) decrease in the following assets:		
Patient accounts receivable	(294,199)	(128,613)
Estimated third-party settlements	(1,685)	(46,663)
Contracts and grants receivable	43,531	(231,693)
Prepaid expenses and other receivables	366,359	(215,845)
Increase (decrease) in the following liabilities:		
Accounts payable	25,157	(10,027)
Accrued payroll and related expenses	21,907	62,221
Accrued earned time	11,178	(24,850)
Accrued other expenses	(258,431)	9,910
Deferred grants and state contract revenue	-	18,707
Net cash provided by operating activities	351,720	223,791
Cash flows from investing activities		
Purchases of property and equipment	(36,228)	(131,872)
Net cash used in investing activities	(36,228)	(131,872)
Cash flows from financing activities		
Payments on capital leases	(4,630)	(1,705)
Payments on long-term debt	(195,444)	(181,412)
Net cash used in financing activities	(200,074)	(183,117)
Net increase (decrease) in cash, cash equivalents and restricted cash	115,418	(91,198)
Cash, cash equivalents and restricted cash, beginning of year	1,391,544	1,482,742
Cash, cash equivalents and restricted cash, end of year	$ 1,506,962	$ 1,391,544

Cash, cash equivalents and restricted cash consisted of the following as of June 30:

	2018	2017
Cash and cash equivalents	$ 1,453,543	$ 1,354,014
Restricted cash	53,419	37,530
	$ 1,506,962	$ 1,391,544

The accompanying notes to financial statements are an integral part of these statements.

Supplemental Disclosures of Cash Flow Information

	2018	2017
Cash payments for:		
Interest	$ 200,748	$ 215,840

Supplemental Disclosures of Non-Cash Transactions

During 2018, the Organization entered into a capital lease agreement to acquire equipment totaling $7,676.

The accompanying notes to financial statements are an integral part of these statements.

1. Summary of Significant Accounting Policies:

Organization

Mid-State Health Center ("MSHC") is a Federally Qualified Health Center (FQHC) which provides health care to a large number of Medicare, Medicaid and charity care patients on an outpatient basis. MSHC maintains facilities in Plymouth and Bristol, New Hampshire.

The consolidated financial statements include the accounts of Mid-State Community Development Corporation (MSCDC), collectively, "the Organization".

Effective September 23, 2010, the Organization was transferred a sole member interest in MSCDC, which owns the 19,500 square foot operating facility that was developed to house the Organization, providing medical services to the underserved community in the Plymouth, New Hampshire region.

During the year ended June 30, 2012, after having participated in a pilot program with the New Hampshire Citizens Health Initiative (NHCHI) the Organization was officially recognized as a medical home.

Basis of Statement Presentation

The consolidated financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The consolidated financial statements have been prepared consistent with the American Institute of Certified Public Accountants *Audit and Accounting Guide, Health Care Organizations* (Audit Guide). All significant intercompany transactions between MSHC and MSCDC have been eliminated in consolidation.

Classes of Net Assets

The Organization reports information regarding its consolidated financial position and activities to three classes of net assets; unrestricted net assets, temporarily restricted net assets and permanently restricted net assets.

(1) Unrestricted Net Assets are not subject to donor-imposed stipulations.
(2) Temporarily Restricted Net Assets are subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets until the Organization satisfies the donor-imposed restriction. Absent explicit donor stipulations about how long-lived assets must be maintained, the Organization reports expirations of donor restrictions over the remaining useful life of the donated or acquired long-lived asset.
(3) Permanently Restricted Net Assets are subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the institution to use all or part of the income earned on related investments for general or specific purposes. There were no permanently restricted net assets as of June 30, 2018 and 2017.

Estimates

The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

1. Summary of Significant Accounting Policies (continued):

Cash and Cash Equivalents

Cash and cash equivalents include demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation or other arrangements under trust agreements or with third-party payors.

Cash in Excess of FDIC-Insured Limits

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are generally guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. As of June 30, 2018 and 2017, the Organization had approximately $589,000 and $318,000, respectively, in excess of FDIC-insured limits. The Organization has not experienced any losses in such accounts.

Receivables

Patient receivables are carried at their estimated collectible amounts. Patient credit is generally extended on a short-term basis; thus, patient receivables do not bear interest.

Patient receivables are periodically evaluated for collectability based on credit history and current financial condition. The Organization uses the allowance method to account for uncollectible accounts receivable.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Property and equipment donated for Organization operations are recorded at fair value at the date of receipt. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Equipment under capital leases is amortized on the straight-line method over the life of the capital lease. Such amortization is included in depreciation and amortization in the financial statements.

Estimated useful lives are as follows:

	YEARS
Buildings	5 - 40
Leasehold improvements	5
Equipment	3 - 7
Furniture and fixtures	5 - 15
Capital leases	3 – 15

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

1. Summary of Significant Accounting Policies (continued):

Contractual Arrangements with Third-Party Payors

The Medicare and Medicaid programs pay the Organization for services at predetermined rates by treatment. The Organization is reimbursed for Medicare cost reimbursable items at a tentative rate with final settlement determined after the submission of annual cost reports and audits thereof by the Medicare fiscal intermediary. Changes in Medicare and Medicaid programs or reduction of funding levels for programs could have an adverse effect on future amounts recognized as net patient service revenue.

The laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

The Organization also enters into preferred provider agreements with certain commercial insurance carriers. Payment arrangements to the Organization under these agreements include discounted charges and fee schedule payments.

Net Patient Service Revenue

Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors.

Grant Revenue

The Organization recognizes support funded by grants determined to be exchange transactions as the Organization performs the contracted services or incurs outlays eligible for reimbursement under the grant agreements. Grant activities and outlays are subject to audit and acceptance by the granting agency and, as a result of such audit, adjustments could be required.

Contributions

Unconditional contributions, including grants determined to be contributions under ASU 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made,* are recognized as revenues when the contribution is received. Conditional contributions are not included as support until such time as the barriers to entitlement are overcome, at which point the contribution is recognized as unconditional and classified as either unrestricted income or restricted income depending on whether the contribution carries donor stipulation as to it use or holding period.

Contributions received with donor stipulations are reported as either temporarily or permanently restricted support. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified and reported as an increase in unrestricted net assets.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy with minimal charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

1. Summary of Significant Accounting Policies (continued):

Income Taxes

MSHC and MSCDC are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (Code) and are exempt from Federal income taxes on related income pursuant to Section 501(a) of the Code.

The Organization accounts for its uncertain tax positions in accordance with the accounting methods under ASC Subtopic 740-10. The UTP rules prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken in an organization's tax return. The Organization believes that it has appropriate support for the tax positions taken and, as such, does not have any uncertain tax positions that might result in a material impact on the Organization's statements of financial position, activities and changes in net assets and cash flows. The Organization's management believes it is no longer subject to examinations for the years prior to 2014.

Advertising

Advertising costs are charged to operations when incurred. Total advertising expense for the years ended June 30, 2018 and 2017 was $23,034 and $26,001, respectively.

Functional Allocation of Expenses

Expenses that can be identified with specific program or supporting services are charged directly to the related program or supporting service. Expenses that are associated with more than one program or supporting service are allocated based on an evaluation by management.

Expenses by function totaled the following for the years ended June 30:

	2018	2017
Program		
Medical	$ 6,811,423	$ 6,022,747
Dental	741,067	709,021
Behavioral Health	1,118,410	1,104,030
Education/Outreach	198,202	233,753
Emergency Preparedness	315,592	240,726
Montessori	208,411	43,364
Total program	9,393,105	8,353,641
Management and general	1,095,798	1,322,811
Fundraising	20,348	22,358
	$ 10,509,251	$ 9,698,810

Excess (Deficit) of Revenues over Expenses

The consolidated statements of operations include excess (deficit) of revenues over expenses. Changes in unrestricted net assets which are excluded from excess (deficit) of revenues over expenses, consistent with industry practice, include contributions and grants of long-lived assets.

1. Summary of Significant Accounting Policies (continued):

Fair Value of Financial Instruments

The carrying amount of cash, patient accounts receivable, accounts and notes payable and accrued expenses approximates fair value.

Reclassifications

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These reclassifications have no effect on the previously reported change in net assets.

Changes in Accounting Principle

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows - Restricted Cash.* The ASU requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the total amounts shown on the statement of cash flows. The Organization has elected early adoption of the provisions of ASU 2016-18 and has retrospectively presented the change within its statement of cash flows.

In June 2018, the FASB issued ASU 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made.* The ASU clarifies and improves the scope and the accounting guidance for contributions received and contributions made. The amendments assist entities in (1) evaluating whether transactions should be accounted for as contributions within the scope of Topic 958, *Not-for-Profit Entities*, or as exchange transactions subject to other guidance and (2) determining whether a contribution is conditional. Emphasis is made on assisting stakeholders in characterizing grants and similar contracts with resource providers as either exchange transactions or contributions and in determining whether a contribution is conditional when applying the guidance in Subtopic 958-605, *Not-for-Profit Entities - Revenue Recognition.* The Organization has elected early adoption of the provisions of ASU 2018-08 and has retrospectively presented the change.

On September 23, 2010, the Organization was transferred a sole member interest in MSCDC. The transaction was previously accounted for under ASU Topic 805, *Business Combinations,* without an election to apply pushdown accounting in the Organization's separate financial statements. On July 1, 2017, the Organization elected to change its method of accounting for the transaction in order to apply the pushdown accounting provisions of ASU 805. The election has been presented on a retrospective basis. In addition, the Organization had previously treated the fair market value adjustment associated with MSCDC's building asset within temporarily restricted net assets, with an associated annual release from temporary restriction over the estimated useful life of the asset. The Organization has elected to retrospectively present a release from restriction following the placed-in-service approach.

The following line items were affected by the change in accounting principle as of and for the year ended June 30, 2017:

	As Previously Stated	Change	As Restated
Contracts and grants receivable	$ 1,566,012	$ ########	$ 335,463
Deferred grants and state contract revenue	$ 1,239,148	$ ########	$ -
Unrestricted net assets	$ 3,006,469	$ 668,089	$ 3,674,558
Temporarily restricted net assets	$ 671,448	$ (659,490)	$ 11,958

2. Charity Care:

The Organization maintains records to identify and monitor the level of charity care they provide. These records include the amount of charges foregone for services and supplies furnished under their charity care policies. The total cost estimate is based on an overall cost-to-charge ratio applied against gross charity care charges. The net cost of charity care provided was approximately $337,000 and $302,000 for the years ended June 30, 2018 and 2017, respectively.

In 2018 and 2017, 533 and 615 patients received charity care out of a total of 10,771 and 11,491 patients, respectively. The Organization provides health care services to residents of Plymouth, New Hampshire as well as Bristol, New Hampshire and their surrounding areas, without regard to the individual's ability to pay for their services.

Determination of eligibility for charity care is granted on a sliding fee basis:

For dental services, patients with family income less than 100% of the Community Services Administration Income Poverty Guidelines shall only be responsible for a nominal fee assessed by the Organization and not the balance of their account for services received. Those with family income at least equal to 101%, but not exceeding 125% of the Federal Poverty Guidelines, receive a 65% discount. Those with family income at least equal to 126%, but not exceeding 150% of the guidelines, receive a 55% discount. Those with family income at least equal to 151%, but not exceeding 200% of the guidelines, receive a 45% discount.

For all other services, patients with family income less than 100% of the Community Services Administration Income Poverty Guidelines shall only be responsible for a nominal fee assessed by the Organization and not the balance of their account for services received. Those with family income at least equal to 101%, but not exceeding 138% of the Federal Poverty Guidelines, shall be responsible for a $20 fee for each encounter. Those with family income at least equal to 139%, but not exceeding 160% of the guidelines, will be responsible for a $30 fee for each encounter. Those with family income at least equal to 161%, but not exceeding 180% of the guidelines, will be responsible for a $40 fee for each encounter. Those with family income at least equal to 181%, but not exceeding 200% of the guidelines, will be responsible for a $50 fee for each encounter.

3. Patient Service Revenue and Patient Accounts Receivable:

Patient service revenue, net of contractual allowances and discounts (but before the provision for bad debts), recognized was as follows for the years ended June 30:

	2018			
	Gross Charges	Contractual Adjustments	Sliding Fee Adjustments	Patient Service Revenue
Medicare	$ 3,056,284	$ 760,522	$ -	$ 2,295,762
Medicaid	1,629,184	358,716	-	1,270,468
Blue Cross	2,012,056	587,538	-	1,424,518
Other third-party payors	2,491,465	781,926	-	1,709,539
Self-pay	733,202	-	369,039	364,163
Total	$ 9,922,191	$ 2,488,702	$ 369,039	$ 7,064,450

3. **Patient Service Revenue and Patient Accounts Receivable (continued):**

	2017			
	Gross	Contractual	Sliding Fee	Patient Service Revenue
Medicare	$ 2,807,293	$ 532,483	$ -	$ 2,274,810
Medicaid	1,474,031	454,849	-	1,019,182
Blue Cross	1,649,476	495,855	-	1,153,621
Other third-party payors	2,357,924	745,047	-	1,612,877
Self-pay	643,951	-	317,787	326,164
Total	$ 8,932,675	$ 2,228,234	$ 317,787	$ 6,386,654

Patient accounts receivable is reported net of estimated contractual allowances and allowance for doubtful accounts, as follows, as of June 30:

	2018	2017
Patient accounts receivable	$ 1,266,792	$ 1,207,800
Less: Estimated contractual allowances and discounts	348,593	333,805
Less: Estimated allowance for uncollectible accounts	235,000	204,358
Patient accounts receivable, net	$ 683,199	$ 669,637

Patient accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of accounts receivable, the Organization analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with service provided to patients who have third-party coverage, the Organization analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients, including both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for only part of the bill, the Organization records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

4. **Estimated Third-Party Settlements:**

Provision has been made for estimated adjustments that may result from final settlement of reimbursable amounts as may be required upon completion and audit of related cost finding reports under terms of contracts with the Center for Medicare and Medicaid Services and the New Hampshire Division of Welfare (Medicaid). Differences between estimated adjustments and amounts determined to be recoverable or payable are accounted for as income or expense in the year that such amounts become known.

5. Grants and State Contracts:

The Organization receives various reimbursement grants from the federal government, State of New Hampshire and other public and private agencies. The following is a summary of the grant activity for the years ended June 30:

	Grant and State Contract Revenue		Outstanding Receivable	
	2018	2017	2018	2017
HRSA 330 Grant - 2014-2019	$ 1,500,224	$ 1,648,310	$ 141,281	$ 232,299
Bi-State PCA Grant	8,238	6,725	-	-
NH Primary Care Contracts	150,146	157,222	38,324	28,721
Emergency Preparedness Grants	338,502	275,127	93,644	60,015
HRSA-IGNITE Grants	163,970	158,614	-	-
Other Grant and Contract Awards	98,954	73,626	18,683	14,428
	$ 2,260,034	$ 2,319,624	$ 291,932	$ 335,463

6. Property and Equipment:

Property and equipment consisted of the following as of June 30:

	2018	2017
Land	$ 525,773	$ 525,773
Buildings	6,346,118	6,346,118
Leasehold improvements	170,174	170,174
Furniture, fixtures and equipment	1,284,411	1,247,640
	8,326,476	8,289,705
Less: Accumulated depreciation	2,304,008	2,013,848
	$ 6,022,468	$ 6,275,857

Depreciation and amortization expense, including amortization expense on capital lease obligations, for the years ended June 30, 2018 and 2017 amounted to $297,293 and $300,688, respectively.

7. Line of Credit:

The Organization had an available line of credit with a maximum borrowing amount of $100,000 as of June 30, 2018. The line carries an interest rate equal to 5.5% (prime plus 2%). The line is secured by all business assets. The line was not drawn upon as of June 30, 2018 and 2017.

8. Long-Term Debt:

Long-term debt consisted of the following as of June 30:

	2018	2017
Woodsville Guarantee Savings Bank note payable, maturing August 2033, principal and interest payable in 240 monthly installments of $18,194 through August 2033. Interest is charged at a rate of 5.25%.	$ 2,279,730	$ 2,375,621
Woodsville Guarantee Savings Bank note payable, maturing August 2018, principal and interest payable in 60 monthly installments of $3,757. Interest is charged at a rate of 4%.	7,477	51,306
United States of America Department of Agriculture note payable, maturing April 2045, principal and interest payable in 360 monthly payments of $10,904. Interest is charged at a rate of 3.5% (see Note 9a).	2,264,725	2,320,449
Total long-term debt	4,551,932	4,747,376
Less: unamortized deferred financing costs	42,758	45,425
Total long-term debt, net of unamortized deferred financing costs	4,509,174	4,701,951
Less: current portion	160,342	189,748
Long-term debt, less current portion	$ 4,348,832	$ 4,512,203

9a In September 2013, the Organization refinanced its then outstanding Woodsville Guarantee Savings Bank interim note payable with a construction loan. The new loan had an advancement amount of up to $2,700,000 and called for interest only payments at a rate of 5% beginning October 2013, for 23 consecutive months, and 1 balloon payment of principal and accrued unpaid interest due September 2015. In April 2015, the Organization entered into a long-term debt arrangement with the United States of America Department of Agriculture ("USDA") totaling $2,423,000. The proceeds from the loan were used to refinance the construction loan balance and unpaid accrued interest and to satisfy outstanding invoices related to the construction of the Bristol property. The loan is secured by the Organization's property located in Bristol, New Hampshire. The loan agreement requires the Organization to establish a reserve account which is to be funded in monthly installments of $1,090 until the accumulated sum of reserve funding reaches $130,848, after which no further funding is required except to replace withdrawals. As of June 30, 2018, the reserve account totaled $53,419, reflected on the consolidated statement of financial position as restricted cash.

Future maturities of long-term debt are as follows as of June 30, 2018:

2019	$ 160,342
2020	160,152
2021	167,797
2022	175,819
2023	184,237
Thereafter	3,703,585
	$ 4,551,932

9. Capital Lease Obligations:

The Organization has entered into capital lease obligations on certain equipment. The terms of the lease are for periods of one to five years expiring in 2019. Accordingly, the Organization has recorded the transactions as capital lease obligations. For the years ended June 30, 2018 and 2017, amortization expense totaling $2,640 and $2,000, respectively, was included in depreciation and amortization expense. The cost basis of all equipment under capital leases was $15,676 and $8,000 as of June 30, 2018 and 2017, respectively. Accumulated amortization was $6,307 and $3,667 as of June 30, 2018 and 2017, respectively.

The following is a schedule, by year, of future minimum lease payments under the capital leases as of June 30:

2019	$ 8,668
2020	1,000
Total minimum lease payments	9,668
LESS: Amount representing interest	1,417
Present value of minimum lease payments	8,251
LESS: Current portion	7,460
Long-term capital lease obligations	$ 791

10. Malpractice Insurance Coverage:

The Organization is involved in litigation arising in the ordinary course of business. Claims alleging malpractice have been asserted against the Organization. The Organization is insured for malpractice under a claims-made policy. This type of policy covers malpractice claims which are reported to the insurance carrier during the policy term. Based on management's evaluation of malpractice claims, reserves for professional liability claims were $0 and $250,000 as of June 30, 2018 and 2017, respectively, and are included in accrued expenses and other current liabilities in the accompanying consolidated statements of financial position.

The Organization's professional liability risks, in excess of certain per claim amounts, are insured through the policy described above. The amounts receivable under the policy totaled $0 and $250,000 as of June 30, 2018 and 2017, respectively, and are included in prepaid expenses and other receivables in the accompanying consolidated statements of financial position.

11. Commitments and Contingencies:

Real Estate Taxes – During the year ended June 30, 2017, the Organization settled discussions with the Town of Plymouth, New Hampshire Municipal Corporation ("Town") related to the tax-exempt status of its operating facility. The Organization's management team contended that the Organization was no longer required to pay real estate taxes associated with its operating facility effective the date that MSCDC received its tax-exempt status (see Note 1), so long as the Organization timely files its application for tax exemption with the Town on an annual basis. The Organization and the Town agreed to a payment in lieu of taxes for a period of 10 years. The agreement identified real estate taxes previously paid by the Organization to the Town that the Organization was not required to pay as a result of its tax-exempt status. The sum of the overpayments will be applied evenly on an installment basis over the 10-year period, totaling $50,000. The Organization remains subject to its requirement to timely file its application for tax exemption with the Town on an annual basis.

11. Commitments and Contingencies (continued):

340B Revenue – The Organization participates in the 340B Drug Discount Program (the 340B Program) which enables qualifying health care providers to purchase drugs from pharmaceutical suppliers at a substantial discount as a Covered Entity. The 340B Program is managed by the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs. The Organization is required to undergo a self-audit process to determine compliance with 340B Program guidelines. The 340B statutes also explicitly authorize HRSA to audit Covered Entities to ensure they are compliant with the 340B Program. All Covered Entities are also required to recertify compliance with the 340B Program on an annual basis, including an attestation to full compliance with the 340B Program. The Organization earns revenue under the 340B Program by purchasing pharmaceuticals at a reduced cost to fill prescriptions to qualified patients. The Organization contracts with certain third-party pharmacies that dispense the pharmaceuticals to its patients. 340B revenue is included in other operating revenue within the consolidated statements of operations and totaled $1,062,379 and $1,083,433 for the years ended June 30, 2018 and 2017, respectively. The cost of pharmaceuticals, dispensing fees to the pharmacies, consulting fees and other costs associated with the 340B Program are included in operating expenses in the consolidated statements of operations and totaled $353,521 and $344,082 for the years ended June 30, 2018 and 2017, respectively.

12. Concentration of Credit Risk:

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors was as follows at June 30:

	2018	2017
Medicare	15.4%	18.0%
Medicaid	20.9%	19.3%
Blue Cross	18.6%	19.3%
Patients	14.9%	13.1%
Other third-party payors	30.2%	30.3%
	100.0%	100.0%

13. Retirement Program:

During 2007, the Organization adopted a tax-sheltered annuity plan under 403(b) of the Code for eligible employees. Eligible employees are specified as those who normally work more than 20 hours per week and are not classified as independent contractors. The Organization provides for matching of employee contributions, 50% of the first 6% contributed. Contributions to the plan for the years ended June 30, 2018 and 2017 were $154,961 and $138,903, respectively.

14. Other Operating Revenue:

The following summarizes components of other operating revenue for the years ended June 30:

	2018	2017
Other operating revenue:		
Pharmacy income - 340B	$ 1,062,379	$ 1,083,433
Anthem shared savings	28,835	62,207
Montessori Center	164,008	155,622
Meaningful Use	-	28,955
Other operating revenue	53,585	36,797
	$ 1,308,807	$ 1,367,014

15. Health Insurance:

The Organization offers health insurance benefits to all employees under available Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO) plans. Deductibles under the HMO and PPO plans in aggregate are $2,500 and $3,000, respectively. The Organization is obligated to pay a certain portion of the deductible required under either plan once the employee's portion has been fully exhausted. For the HMO and PPO plans, the maximum portion of the deductible the Organization is potentially obligated for is $500. The total deductible expense incurred during the years ended June 30, 2018 and 2017 was $6,978 and $10,524, respectively.

The Organization provides for an accrual based on the aggregate amount of the liability for reported claims and an estimated liability for claims incurred but not yet reported. At June 30, 2018 and 2017, "accrued expenses and other current liabilities" include an accrued liability related to these plans of $819.

16. Related Party:

During 2011, the Organization was gifted a sole membership interest in MSCDC (see Note 1). As a result of the gift, management of the Organization was required to determine the fair value of the underlying assets gifted to and liabilities assumed by the Organization and determine if the transaction contained a differential from the existing book values as of the date of the gift.

Management utilized valuation techniques for medical office space to determine an estimated fair value per square foot resulting in a differential attributed to the building in the amount of $847,145. The differential will be amortized over the life of the building asset it was attributed to. Amortization related to the differential for both years ended June 30, 2018 and 2017 was $23,104, included in depreciation and amortization in the consolidated statement of operations.

17. Significant Estimates and Concentrations:

Grants and State Contracts

Concentrations of revenues related to grant awards and state contracts are described in Note 5.

Allowance for Net Patient Service Revenue

Estimates of allowances for adjustments included in net patient service revenue are described in Notes 1 and 3.

18. Subsequent Events:

The Organization has reviewed events occurring after June 30, 2018 through October 23, 2018, the date the board of trustees accepted the final draft of the consolidated financial statements and made them available to be issued. The Organization has not identified other events requiring disclosure that have occurred between the period of June 30, 2018 and the report date, October 23, 2018. The Organization has not reviewed events occurring after the report date for their potential impact on the information contained in these consolidated financial statements.

MID-STATE HEALTH CENTER
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2018

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-through Entity or Award Identifying Number	Federal Expenditures	Passed through to Subrecipients
U.S. Department of Health and Human Services:				
Health Center Program (Community Health Centers, Migrant Health Centers, Health Care for the Homeless and Public Housing Primary Care)	93.224		$ 1,500,224	$ -
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program	93.912		163,970	-
Passed through N.H. Department of Health and Human Services:				
Block Grants for Prevention and Treatment of Substance Abuse	93.959	FAIN TI010035	130,194	-
Immunization Cooperative Agreements	93.268	FAIN H23IP000757	9,374	-
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	FAIN B01OT009037	8,041	-
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074 Comprised of 93.889 & 93.069	FAIN U90TP000535	55,480	-
Maternal and Child Health Services Block Grant to the States	93.994	Unknown	18,015	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	FAIN SP020796	110,000	-
Total passed through N.H. Department of Health and Human Services			331,104	-
Total U.S. Department of Health and Human Services			1,995,298	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 1,995,298	$ -

The accompanying notes to financial statements are an integral part of this schedule.

MID-STATE HEALTH CENTER

Notes to Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2018

1. Basis of Presentation:

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of MSHC under programs of the federal government for the year ended June 30, 2018. The information in the schedule is presented in accordance with the requirements of Title 2 US. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Since the schedule presents only a selected portion of the operations of MSHC, it is not intended to and does not present the statement of financial position, statement of operations and changes in net assets or cash flows of MSHC.

2. Significant Accounting Policies:

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Schedule includes Catalog of Federal Domestic Assistance (CFDA) and pass-through award numbers when available.

3. Indirect Cost Rate:

MSHC did not elect to use the 10% de minimis indirect cost rate.

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Report 1

Independent Auditors' 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*

To the Board of Trustees of
Mid-State Health Center:

We have audited, in accordance with the auditing standards generally accepted in the United States of America 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 Mid-State Health Center ("MSHC") (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 23, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered MSHC's internal control over financial reporting (internal control) to determine the 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 MHSC's internal control. Accordingly, we do not express an opinion on the effectiveness of MSHC'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.

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Independent Auditors' 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* (continued)

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 may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether MSHC'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 determination of financial statement amounts. 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.

Tyler, Simms and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
October 23, 2018

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Report 2

Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Trustees of
Mid-State Health Center:

Report on Compliance for Each Major Federal Program

We have audited Mid-State Health Center's ("MSHC") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of MSHC's major federal programs for the year ended June 30, 2018. MHSC's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of MSHC's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; 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). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about MSHC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of MSHC's compliance.

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Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance (continued)

Opinion on Each Major Federal Program

In our opinion, MSHC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Report on Internal Control Over Compliance

Management of MSHC is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered MSHC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of MSHC's 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 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.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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.

Tyler, Simms and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
October 23, 2018

MID-STATE HEALTH CENTER
Schedule of Findings and Questioned Costs
As of and For the Year Ended June 30, 2018

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued	*Unmodified*
Internal control over financial reporting:	
Material weakness identified	____ Yes __X__ No
Significant deficiencies identified that are not considered to be material weaknesses	____ Yes __X__ None reported
Non-compliance material to financial statements noted	____ Yes __X__ No

Federal Awards

Internal control over major programs:	
Material weakness identified	____ Yes __X__ No
Significant deficiencies identified that are not considered to be material weaknesses	____ Yes __X__ None reported
Type of auditors' report issued on compliance for major programs	*Unmodified*
Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of the Uniform Guidance	____ Yes __X__ No

Identification of major programs:

Federal CFDA Number	Name of Federal/Local Program
93.224	Health Center Program

Dollar threshold used to distinguish between Type A and Type B programs	$750,000
Auditee qualified as low-risk auditee?	__X__ Yes ____ No

SECTION II - FINANCIAL STATEMENT FINDINGS

There were no findings related to the financial statements which are required to be reported in accordance with generally accepted Government Auditing Standards (GAGAS).

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no findings or questioned costs for Federal awards (as defined in Section 200.516(a) of the Uniform Guidance) that are required to be reported.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Assets – Schedule 1

As of June 30, 2018

	MSHC	MSCDC	ELIMINATION	TOTAL
Assets				
Current assets				
Cash and cash equivalents	$ 946,166	$ 507,377	$ -	$ 1,453,543
Restricted cash	53,419	-	-	53,419
Patient accounts receivable, net	683,199	-	-	683,199
Estimated third-party settlements	98,348	-	-	98,348
Contracts and grants receivable	291,932	-	-	291,932
Prepaid expenses and other receivables	375,333	-	(17,800)	357,533
Total current assets	2,448,397	507,377	(17,800)	2,937,974
Property and equipment, net	2,619,014	3,403,454	-	6,022,468
Other assets				
Other assets	121,376	-	(121,376)	-
Total other assets	121,376	-	(121,376)	-
Total assets	$ 5,188,787	$ 3,910,831	$ (139,176)	$ 8,960,442

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Liabilities and Net Assets – Schedule 1

As of June 30, 2018

	MSHC	MSCDC	ELIMINATION	TOTAL
Liabilities				
Current liabilities				
Accounts payable	$ 122,653	$ 17,800	$ (17,800)	$ 122,653
Accrued expenses and other current liabilities	52,423	16,156	-	68,579
Accrued payroll and related expenses	353,519	-	-	353,519
Accrued earned time	354,444	-	-	354,444
Current portion of long-term debt	51,817	108,525	-	160,342
Current portion of capital lease obligations	7,460	-	-	7,460
Deferred grants and state contract revenue	-	-	-	-
Total current liabilities	942,316	142,481	(17,800)	1,066,997
Lease deposits	-	121,376	(121,376)	-
Long-term debt, less current portion	2,207,116	2,141,716	-	4,348,832
Capital lease obligations, less current portion	791	-	-	791
Total liabilities	3,150,223	2,405,573	(139,176)	5,416,620
Net assets				
Unrestricted	2,038,564	1,505,258	-	3,543,822
Temporarily restricted	-	-	-	-
Total net assets	2,038,564	1,505,258	-	3,543,822
Total liabilities and net assets	$ 5,188,787	$ 3,910,831	$ (139,176)	$ 8,960,442

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Operations and Changes in Net Assets – Schedule 2

For the Year Ended June 30, 2018

	MSHC	MSCDC	ELIMINATION	TOTAL
Changes in unrestricted net assets				
Unrestricted revenue, gains and other support				
Patient service revenue (net of contractual allowances and discounts)	$ 7,064,450	$ -	$ -	$ 7,064,450
Provision for uncollectible accounts	280,637	-	-	280,637
Net patient service revenue	6,783,813	-	-	6,783,813
Contracts and grants	2,260,034	-	-	2,260,034
Contributions	13,903	-	-	13,903
Other operating revenue	1,308,265	308,753	(308,211)	1,308,807
Net assets released from restrictions used for operating	8,599	-	-	8,599
Total unrestricted revenue, gains and other support	10,374,614	308,753	(308,211)	10,375,156
Expenses				
Salaries and wages	6,490,478	-	-	6,490,478
Employee benefits	1,469,123	-	-	1,469,123
Insurance	137,116	-	-	137,116
Professional fees	554,526	8,530	-	563,056
Supplies and expenses	1,645,044	11,937	(308,211)	1,348,770
Depreciation and amortization	178,653	118,640	-	297,293
Interest expense	77,275	126,140	-	203,415
Total expenses	10,552,215	265,247	(308,211)	10,509,251
Excess (deficit) of revenues over expenses	(177,601)	43,506	-	(134,095)
Other changes in unrestricted net assets				
Net assets released from restrictions used for property and equipment	3,359	-	-	3,359
Increase (decrease) in unrestricted net assets	(174,242)	43,506	-	(130,736)
Changes in temporarily restricted net assets				
Contributions	-	-	-	-
Net assets released from restrictions	(11,958)	-	-	(11,958)
Decrease in temporarily restricted net assets	(11,958)	-	-	(11,958)
Change in net assets	(186,200)	43,506	-	(142,694)
Net assets, beginning of year	2,224,764	1,461,752	-	3,686,516
Net assets, end of year	$ 2,038,564	$ 1,505,258	$ -	$ 3,543,822

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Assets – Schedule 3

As of June 30, 2017

	MSHC	MSCDC	ELIMINATION	TOTAL
Assets				
Current assets				
Cash and cash equivalents	$ 875,456	$ 478,558	$ -	$ 1,354,014
Restricted cash	37,530	-	-	37,530
Patient accounts receivable, net	669,637	-	-	669,637
Estimated third-party settlements	96,663	-	-	96,663
Contracts and grants receivable	335,463	-	-	335,463
Prepaid expenses and other receivables	723,892	-	-	723,892
Total current assets	2,738,641	478,558	-	3,217,199
Related party note receivable	-	-	-	-
Property and equipment, net	2,753,763	3,522,094	-	6,275,857
Other assets				
Deposits and other assets	121,133	-	(121,133)	-
Total other assets	121,133	-	(121,133)	-
Total assets	$ 5,613,537	$ 4,000,652	$ (121,133)	$ 9,493,056

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Liabilities and Net Assets (Deficit) – Schedule 3

As of June 30, 2017

	MSHC	MSCDC	ELIMINATION	TOTAL
Liabilities and net assets				
Current liabilities				
Accounts payable	$ 83,396	$ 14,100	$ -	$ 97,496
Accrued expenses and other current liabilities	310,854	16,156	-	327,010
Accrued payroll and related expenses	331,612	-	-	331,612
Accrued earned time	343,266	-	-	343,266
Current portion of long-term debt	50,028	139,720	-	189,748
Current portion of capital lease obligations	2,036	-	-	2,036
Total current liabilities	1,121,192	169,976	-	1,291,168
Lease deposits	-	121,133	(121,133)	-
Related party note payable	-	-	-	-
Long-term debt, less current portion	2,264,412	2,247,791	-	4,512,203
Capital lease obligations, less current portion	3,169	-	-	3,169
Total liabilities	3,388,773	2,538,900	(121,133)	5,806,540
Net assets				
Unrestricted	2,212,806	1,461,752	-	3,674,558
Temporarily restricted	11,958	-	-	11,958
Total net assets	2,224,764	1,461,752	-	3,686,516
Total liabilities and net assets	$ 5,613,537	$ 4,000,652	$ (121,133)	$ 9,493,056

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Operations and Changes in Net Assets – Schedule 2

For the Year Ended June 30, 2017

	MSHC	MSCDC	ELIMINATION	TOTAL
Changes in unrestricted net assets				
Unrestricted revenue, gains and other support				
Patient service revenue (net of contractual allowances and discounts)	$ 6,386,654	$ -	$ -	$ 6,386,654
Provision for uncollectible accounts	194,748	-	-	194,748
Net patient service revenue	6,191,906	-	-	6,191,906
Contracts and grants	2,319,624	-	-	2,319,624
Contributions	91,890	-	-	91,890
Other operating revenue	1,366,473	308,752	(308,211)	1,367,014
Net assets released from restrictions used for operating	7,312	-	-	7,312
Total unrestricted revenue, gains and other support	9,977,205	308,752	(308,211)	9,977,746
Expenses				
Salaries and wages	6,018,733	-	-	6,018,733
Employee benefits	1,330,017	-	-	1,330,017
Insurance	72,067	-	-	72,067
Professional fees	514,978	7,500	-	522,478
Supplies and expenses	1,544,352	13	(308,211)	1,236,154
Depreciation and amortization	182,048	118,640	-	300,688
Interest expense	83,257	135,416	-	218,673
Total expenses	9,745,452	261,569	(308,211)	9,698,810
Operating income	231,753	47,183	-	278,936
Other income				
Debt discharge income	-	250,000	-	250,000
Total other income	-	250,000	-	250,000
Excess of revenue over expenses	231,753	297,183	-	528,936
Other changes in unrestricted net assets				
Net assets released from restrictions used for property and equipment	47,580	-	-	47,580
Transfer of net assets	(418,162)	418,162	-	-
Increase (decrease) in unrestricted net assets	(138,829)	715,345	-	576,516
Changes in temporarily restricted net assets				
Contributions	20,751	-	-	20,751
Net assets released from restrictions	(54,892)	-	-	(54,892)
Decrease in temporarily restricted net assets	(34,141)	-	-	(34,141)
Change in net assets	(172,970)	715,345	-	542,375
Net assets, beginning of year	2,397,734	746,407	-	3,144,141
Net assets, end of year	$ 2,224,764	$ 1,461,752	$ -	$ 3,686,516

MID-STATE HEALTH CENTER

Where your care comes together.

— BOARD OF DIRECTORS LIST —

BOARD OFFICERS

Timothy Naro, President
Term Exp: 6/30/20

Peter Laufenberg, Vice President
Term Exp: 6/30/20

Audrey Goudie, Secretary
Term Exp: 6/30/22

Jeff White, Treasurer
Term Exp: 6/30/19

BOARD MEMBERS, ACTIVE

Carol Bears, Director
Term Exp: 6/30/21

Isaac Davis, Director
Term Exp: 6/30/22

Carina Park, Director
Term Exp: 6/30/22

Todd Bickford, Director
Term Exp: 6/30/20

Sunshine Fisk, Director
Term Exp: 6/30/21

Cynthia Standing, Director
Term Exp: 6/30/21

Nicholas Coates, Director
Term Exp: 6/30/21

Lee Freeman, Director
Term Exp: 6/30/22

BOARD MEMBERS, HONORARY

Ann Blair, Director
Term Exp: 6/30/21

James Dalley, Director
Term Exp: 6/30/22

Angel Ekstrom, EdD

EDUCATION

Doctor of Education - Curriculum and Instruction, Argosy University, Sarasota, Florida, 2008

Certificate of Advanced Graduate Studies - Educational Leadership Plymouth State University, Plymouth, New Hampshire, 2004

Master of Science - Recreation Administration, University of Nebraska at Omaha, Omaha, Nebraska, 1998

Bachelor of Science - Interdisciplinary, Physical Education and Health, Southwest State University, Marshall, Minnesota, 1996

Associate of Arts - Anoka Ramsey Community College, Anoka, Minnesota, 1993

SELECTED PROFESSIONAL EXPERIENCE

2002- June 2014 Skills Application Teacher - 90% time split position between Academic Affairs and Student Affairs
Plymouth State University, Plymouth, NH
Manage the challenge course. 2002-2008
Health and Human Performance Department - Adventure Education (2002-2009)
Outdoor Center Coordinator

1998- 1999 Lead Wilderness Counselor, Lathrop Park Experiential Program, Walsenburg, CO

1991 - 1996Activities Coordinator / Counselor, Robert E. Miller (REM), Inc. - Minneapolis and Bloomington, MN and Marshall, MN

UNIVERSITY SERVICE

PAT Committees:
Athletic Council, 2004-2008, 201 1, 2012
PAT Observer to Student Senate, 2005-2006

Health & Human Performance (HHP) Department Committees:
Adventure Education Risk Management committee member, 2006-
present Faculty search committee, 2012
Center for Active Living & Wellness Case Statement subcommittee member, 2006-2008
New Majors Orientation committee member, 2004-
2006 Open House Committee member, 2003-2006

Student Scholarship Committees,
Brennan Hart Scholarship committee member, 2003-2014
Outdoor Center Student Scholarships committee chair, 2007-201 1

Leadership Effectiveness and Development Series (L.E.A.D.S.) Presenter

PE Center Planning committee member, 2006-2008

Center for Rural Partnerships; Rural Health and Wellness Working Group member, 2006

PROFESSIONAL SERVICE

Association of Outdoor Recreation and Education (AORE)

Board of Directors (BOD) member, 2004-2007
Executive Council of AORE (treasurer), 2005-2007
Environmental Stewardship Committee BOD Liaison of AORE, 2006-2007
Northeast Regional Representative, 2005-2006

COMMUNITY OUTREACH, SERVICE, and CONSULTION

Center for Young Children and Families (Plymouth, NH) guest presenter: Bear Hang with Pulley System: How to Keep Food from Bears and Other Wildlife, December 2013
20th Anniversary for Rivers Management and Protection Programs (Plymouth, NN) August 2013
FAST Squad volunteer (Rumney, NH) 2005-2007
Fire Department volunteer (Rumney, NH) 2005-2007
Plymouth-Area Renewable Energy Initiative (PAREI) member & volunteer for local energy raisers, 2005-present • Search and Rescue Lake County volunteer (Leadville, CO) 1999-2001 • Lake County Parks & Recreation (Leadville, CO) o board member 1998-2000 0 Vice President 1998-2000
Leadership Leadville participant (Leadville, CO) 2000-2001
Challenge Course Facilitator Training & Local Operating Procedure Consulting o
University of Wisconsin, Stout o Mississippi Gulf Coast Community College
SELECTED TRAININGS
Suicide, Postvention Suicide, and Suicide Postvention Train the Trainer (April 2015)
Voices Against Violence 30 hour Training (Feb./March 201 5)
Leave No Trace Master Educator (Leave No Trace Center for Outdoor Ethics and National Outdoor Leadership School), 2009
Trip Leader Training (American Canoe Association), 2008
High 5 Adventure Learning Center Adventure Practitioners Symposium (Brattleboro, VT), 2007
Instructor Course (National Outdoor Leadership School 35 day training), 2000
Advanced Skills and Standards Workshop (Project Adventure 4 day training), 2002
Horse Packing Seminar (National Outdoor Leadership School), 2000
Women's Rock Seminar (National Outdoor Leadership School), 2000
Juvenile Detention Services training program (MN Department of Corrections), 1996
Time, Stress, and management training (Southwest Technical College, MN), 1996

RECOGNITIONS

Patricia A. Storer Award nominee (Plymouth State University) 2012
Distinguished Adjunct Teaching Award nominee (Plymouth State University, Office of the Provost and Vice President for Academic Affairs) 2007
Leave No Trace Master Educator Course Scholarship recipient (Association of Outdoor Education and Recreation) 2008
Instructor Course Scholarship recipient (National Outdoor Leadership School) 2000
Certificate of Appreciation 1998 (U.S. Department of the Interior National Park Service, Great Sand Dunes National Monument) 1998
Recognition for Research (NWBA/PVA National Basketball Camp) 1997
Most Valuable Player (University of NE at Omaha Wheelchair Basketball Team) 1997

DR. ROBERT J. MACLEOD, DHA

Acute General Medical Rural Health Care, Long Term Care, and Behavioral Health Care Executive with documented success developing managed care strategies, integrating delivery systems, program and policy development, and improving quality and utilization management programs

SUMMARY OF QUALIFICATIONS

- Healthcare Executive with strengths in policy setting, project management, budget control, vendor negotiations, HR, process improvements, program development, community outreach, and facility expansion.
- Expert in staff training, development, and performance management to meet operating and financial goals with extensive experience in workforce diversity, team building, and group leadership.
- Process designer with extensive experience creating strategy and policy with stakeholders contributing through a collaborative approach, cutting through departmental, industry and cultural differences.
- Health Services Strategist using LEAN Framework steering any business challenge into a process, strategy and resource capabilities decision process with measurable objectives outcome.

PROFESSIONAL EXPERIENCE

1

MID-STATE HEALTH CENTER, PLYMOUTH, NH JUNE 2018 – PRESENT

CHIEF EXECUTIVE OFFICER **OCT 1 -**

- Oversees the recruitment, development, performance evaluation of employees
- Oversees the business and financial affairs of the clinic an-d fiscal management.
- Enhances operational effectiveness, emphasizing cost containment without jeopardizing important innovation or quality of care.
- Ensures clinic compliance with all regulatory agencies governing health care delivery and the rules of accrediting bodies.
- Encourages clinic integration within the community through effective communication. Represents the clinic in its relationships with other health organizations, government agencies, and third party payers.
- Provides leadership in developing, planning, and implementing the clinic's business plans.
- Serves as a non-voting member of the governing board and responsible for developing and implementing the clinic's mission and strategic plan, assists the board in developing and implementing strategic plans to support the clinic's philosophy & goals, informs board about trends, problems and medical activities to facilitate policy making.

CHIEF PROJECTS OFFICER **JUNE - OCT 1**

Oversees a wide variety of projects within the organization and identifies issues, provides solutions, delegate tasks and monitor progress to stay on schedule and on budget.

STATE OF NEW HAMPSHIRE, *Concord, NH* October 2002 - 2018

ADMINISTRATOR, GLENCLIFF HOME (LTCF- DEPARTMENT OF HEALTH AND SERVICES JUNE 2017 – 2018

Advisory responsibilities to the Administrator of the Glencliff Home including policy review, regulatory requirements, and CMS and USDOJ compliance.

- Established various policies and procedures necessary to meet CMS and OCR compliance
- Liaison for the State and USDOJ regarding Olmstead settlement to discharge residents to a less restrictive venue.
- Collaborate with clinical staff improve the delivery of services to residents by using LEAN methodology.
- Collaborate with senior management identifying strategies to maintain productive employee and union relations.
- Assisting the Nursing Director to establish a LPN program partnering with an existing accredited NH educational institution.
- Meet with residents to identify their needs and develop a plan for discharge to a community setting.
- Collaborate with activities staff identifying programs that are skill based.

2

CEO, NEW HAMPSHIRE HOSPITAL (DEPARTMENT OF HEALTH AND HUMAN SERVICES) JANUARY 2011- JUNE 2017

Responsible for overall operations including policy administration, regulatory compliance, and legislative interaction for behavioral health serving patients in all geographical regions of the state. New Hampshire Hospital is a Joint Commission accredited 168-bed inpatient psychiatric facility with 2500 admissions and discharges per year, a $70M operating budget, and 630 employees and a 35 member medical staff.

- Reduced operating budget by $8.5M in one year by consolidating support services and outsourcing the management of transitional services.
- Increased third-party reimbursement by facilitating timely authorizations and appeals, and using an IPPS coding methodology.
- Created a research infrastructure in collaboration with the Geisel School of Medicine at Dartmouth.
- Initiated study to determine the percentage of patients admitted with substance use issues
- Oversight of a project to facilitate the use of tele-psychiatry for underserved areas of the state with a focus on child psychiatry- (Implementation ongoing).
- Implemented a re-engineered post discharge program (Project Red). The first public-sector behavioral hospital to do so in the country.
- Implemented a patient-centered approach for the treatment of children and adolescents. Programming addresses mental health and behavioral issues.
- Enhanced co-occurring services for adolescent adult patients
- Implemented Peer Support services
- Collaborative agreement with Systemic-Therapeutic-Assessment-Respite-Treatment Program (START)
- Negotiated managed care contracts
- Electronic Health Record (EHR),and Computerized Physician Order Entry (CPOE)-(Implementation ongoing)

- Participating in NHDHHS Health Information Exchange Implementation Project
- Established 10-bed inpatient stabilization unit

DIRECTOR OF MEDICAL & FORENSIC SERVICES (NH DEPARTMENT OF CORRECTIONS) OCTOBER 2002-2011

Direct the overall policy administration, regulatory compliance, and legislative lobbying for health and behavioral services for 4 state correctional facilities and 1 secured psychiatric facility (forensic hospital) with administrative oversight of 175 employees and $20M

SPEARE MEMORIAL HOSPITAL, *Plymouth, NH* (CAH) January 1982 – October 2002

EXECUTIVE VICE PRESIDENT & CHIEF OPERATING OFFICER February 2000 – October 2002

Senior Operating Executive with full strategic planning and P&L management responsibility of $20M in operating expenses accountable for all clinical, philanthropy, administrative, and support functions reporting to the CEO.

- Delivered unprecedented revenue for the Physician-Hospital Organization through building relationships and leading negotiations with managed care organizations driving $7.5M managed care operating revenues and $600K net revenues.
- Chaired Organizational-wide Strategic Planning Committee strategically mapping and implementing tactical action plans addressing financial, operational, and community program goals.
- Authored and achieved a $34K School Dental Program Health Care Grant enabling prophylaxis and reconstructive dental care for children in pre-school to high school.
- Spearheaded a $147K vocational grant process partnering with Plymouth Regional High School achieving a vocational program to introduce and prepare students for careers in the health profession.
- Initiated and established Infirmary services with the local university directly increasing Emergency, Radiology, and Laboratory services revenues by 5%.
- Directed the full-scale design and development of 2 new physician office buildings on time and under budget.
- Chaired and Member of hospital committees including Pharmacy and Therapeutic, Infection Control, Board of Trustees, Safety, Quality Improvement, and Leadership.

ASSOCIATE ADMINISTRATOR September 1995 – February 2000

Directed the daily operations and strategic planning of programs for the Nursing Department, Social Services, Pharmacy, Materials Management, Facility Services, Food and Nutritional Services, Public Relations, and Community Wellness.

DIRECTOR, SUPPORT SERVICES January 1982 – September 1995

ADDITIONAL EXPERIENCE

PLYMOUTH STATE UNIVERSITY, PLYMOUTH, NH 1999 -
ADJUNCT PROFESSOR

GEISEL (DARTMOUTH) SCHOOL OF MEDICINE 2014 -

ADJUNCT PROFESSOR

ACADEMIC EXPERIENCE

DHA, DOCTOR OF HEALTH ADMINISTRATION & POLICY (2003)
MEDICAL UNIVERSITY OF SOUTH CAROLINA — Charleston, SC
Doctoral Project: Perspective of Hospital Chief Executive or Chief Operating Officers Regarding the Hospital Accreditation and Certification Process
Honors Society

MASTERS – BUSINESS ADMINISTRATION (1996)
PLYMOUTH STATE COLLEGE — Plymouth, NH

BS, INTERDISCIPLINARY DEGREE – POLITICAL SCIENCE & BUSINESS MANAGEMENT (1994)
PLYMOUTH STATE COLLEGE — Plymouth, NH
Summa Cum Laude

ASSOCIATES IN ARTS – ACCOUNTING (1986)
NORTH SHORE COMMUNITY COLLEGE — Beverly, MA

ASSOCIATIONS

- President, Board of Directors, Mid-State Health Clinic (FQHC)
- Fellow, American College of Health Care Executives
- Former Member, Governor's Task Force on Certificate of Need Reform
- Past Chair and Member, Town of Thornton School Board
- Past Vice-Chair and Member, Pemi-Baker Regional High School Board
- Member, Waterville Valley Chamber of Commerce and Plymouth Chamber of Commerce
- Member, New Hampshire Charitable Foundation.
- Member, New Hampshire Mental Health Commission and New Hampshire Suicide Council.

101 Boulder Point Drive, Suite 1
Plymouth, NH 03264
(603) 536-4000

William Sweeney

Objective

Seeking a challenging and rewarding job in finance and accounting within a medical office context.

Education

5/1997 Plymouth State College Plymouth, NH

Bachelor's of Science in Accounting

- Graduated Cum Laude with a 3.33 GPA on a 4.0 scale.
- Minor in Mathematics

8/2013 Plymouth State University Plymouth, NH

Master's Degree in Business Administration

- Graduate Certificate in Health Care Administration

Professional experience

1/1997-Present Mid-State Health Center Plymouth, NH

Chief Financial Officer

- Prepare financial statements, budgets, grant management, reconcile bank account and compile clinician productivity which is used to calculate their salary. Experience with billing office and hospital charges for PCP office, management of employees, use of MS Office and MSSQL

Chief Information Officer

- Supervise IT staff and work with contracted IT Company to make sure system is up-to-date, performing as needed and current hardware and software are working. Collaborate on future goals and needs as well as IT/IS projects.

References

Available upon request.

WENDY LASCH-WILLIAMS

Executive Profile

Dynamic advancement professional with extensive project management experience from concept to implementation in the health care and non-profit environments. A highly-committed project leader with an energetic personality, collaborative nature, the proven ability to positively inspire others. Talents include identifying opportunities for growth; fund development; and implementing strategies to attain organization goals.

Skills Highlight

- Fund Development
- Change Management
- Community Engagement
- Marketing & Brand Development
- Team-oriented Leadership
- Skilled Facilitator

Professional Experience

DIRECTOR OF ADVANCEMENT & COMMUNICATIONS **10/2010 to Current**
Mid-State Health Center **Plymouth, NH**

- Established goals, objectives, and plans for advancement initiatives resulting in funding awards from private foundations, the State of New Hampshire, and Health Resources Services Administration and other funders.
- Lead and implement key initiatives at the local, state and national level which result in new revenue streams.
- Initiate and implement key communication strategies to improve public image and patient relations.
- Executed successful branding and marketing strategies.
- Resolved internal and external organizational communication challenges
- Facilitated the Patient Expert Advisory Team to ensure the patient perspective is considered as part of the organization's decision-making process
- Cultivated relationships with Board of Directors, funders, legislative representatives and community partners to further the mission of the organization.
- Managed annual fund reporting for private foundations and state and federal grants totaling over a $1 million dollars each year.
- Created a tool to analyze and assess the alignment of potential funding opportunities with the mission of the organization.
- Prepared submissions for major grant funding opportunities with a high rate of funding success.
- Established several strategies to improve organizational culture.
- Played a key role in the opening of a new facility including planning, proposal for funding, purchasing and launch.

ADVANCEMENT & OUTREACH COORDINATOR **10/2010 to 07/2011**
Communities for Alcohol and Drug-free Youth, Inc. **Plymouth, NH**

- Provided contracted advancement and outreach support to CADY, Inc.
- Conducted community-based outreach efforts as well as marketing and promotion of programs and activities.
- Launched a highly-successful fundraising event which is now an annual event for the organization.
- Conducted development activities including grant research and writing resulting in new funding
- opportunities.

ASSISTANT COORDINATOR **10/2008 to 08/2010**
Greater Plymouth Public Health Network **Plymouth, NH**

- Developed and supported implementation of a community outreach strategy for the regional public health emergency activities related to H1N1 which laid the foundation for future public health initiatives.
- Coordinated, promoted and implemented vaccination clinics in the Region.
- Engaged regional municipalities, health organizations, and other stakeholders to ensure successful implementation of the project.
- This public health outreach project required a high level of stakeholder engagement in a short amount of time. The region's efforts were identified as one of the most successful in the State.

ASSISTANT DIRECTOR **10/2007 to 03/2009**
Belknap County Core Coalition **Meredith, NH**

- Successfully developed and implemented a variety of public relations and multi-media marketing initiatives
- to expand Coalition membership and increase member collaboration and participation.
- Facilitated, coordinated and led youth activities related to Coalition initiatives.

PRINCIPAL/OWNER **06/2006 to 10/2010**
All That Matters, LLC **Bristol, NH**

- Provided fundraising and administrative support for area non-profit organization.
- Guided local municipality in the development of their Local Emergency Operations Plan.
- Conducted contracted family and marital mediation and court-appointed Guardian ad Litem services.

PROGRAM YOUTH SPECIALIST **10/2004 to 06/2007**
Franklin High School **Franklin, NH**

- Implemented the School-to-Work curriculum, teaching employment skills, practical math and reading skills, self-awareness skills, and life skills to high school students.
- Coordinated support services, leadership events, community service projects, job shadowing, and work-based learning opportunities.

TUTOR/PROGRAM ASSISTANT **08/2003 to 09/2004**
Laconia Out of School Youth Program **Laconia, NH**

- Implemented the national Jobs for America's Graduates curriculum, teaching employment skills, self-awareness skills, and life skills to out of school youth.
- Assisted in the planning and implementation of leadership activities, community service projects, and field trips.

ASSISTANT TO THE SUPERINTENDENT - Finance **03/2000 to 06/2001**
Newfound Area School District **Bristol, NH**

- Acted as liaison to the Superintendent in special projects such as capital improvement projects, equipment
- purchasing, annual maintenance contracts and building maintenance projects.
- Monitored and managed general ledger entries for $14 million budget to ensure fiscal responsibility across the organization.
- Managed and implemented a successful conversion to new accounting software.
- Processed bi-weekly payroll for 300+ employees and accounts payable for 150+ vendors.
- Started with the organization in 1997 as administrative support and was promoted to Assistant to the Superintendent.

Education

MBA: Healthcare Administration, 2014 Plymouth State University, Plymouth, NH
Bachelor of Science: Human Services Administration, 2010 Granite State College, Concord, NH
Certificate Program: Mediation and Conflict Management, 2002 Woodbury College, Montpelier, VT
Associate of Science: Business Management, 1990 Champlain College, Burlington, VT

Interests

Stand-up paddle boarding, running and reading.

Professional Affiliations

Member & President (2015-16), Bristol Rotary Club (2011 - present)
Member, Medical Group Management Association of NH (2011 - present)
Member, Medical Group Management Association (2011 - present)

Additional Information

Active member of the Tapply-Thompson Community Center Board and NH Marathon committee. Instrumental in the addition of a children's race as part of the NH Marathon. Co-hosted a regionally popular public access television production to highlight interesting activities in the Newfound community for two seasons (12 +/- episodes).

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Mid-State Health Center

Name of Program: Regional Public Health Network Services

BUDGET PERIOD:	SFY 20			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Angel Ekstrom	PHN Coordinator	$62,558	100.00%	$62,558.00
Robert MacLeod	CEO	$180,000	0.50%	$900.00
Bill Sweeney	CFO	$136,739	1.75%	$2,392.93
Wendy Lasch-Williams	Grants & Programming Director	$88,400	1.00%	$884.00
To be hired	PHAC Coordinator	$25,000	100.00%	$25,000.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$91,734.93

BUDGET PERIOD:	SFY 21			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Angel Ekstrom	PHN Coordinator	$64,435	100.00%	$64,435.00
Robert MacLeod	CEO	$185,400	0.05%	$92.70
Bill Sweeney	CFO	$140,841	1.75%	$2,464.72
Wendy Lasch-Williams	Grants & Programming Director	$91,052	1.00%	$910.52
To be hired	PHAC Coordinator	$25,000	100.00%	$25,000.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$92,902.94

Subject: Regional Public Health Network Services SS-2019-DPHS-28-REGION-10

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage St, Suite 230 Littleton, NH 03561-0348	
1.5 Contractor Phone Number 603-259-3700 Ext. 223	1.6 Account Number See Attached	1.7 Completion Date June 30, 2021	1.8 Price Limitation $658,738.
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Nancy Frank, CEO	

1.13 Acknowledgement: State of NH, County of Grafton

On May 28 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

... AMY JEROY
Notary Public - New Hampshire
My Commission Expires May 3, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Amy Jeroy

1.14 State Agency Signature Date: 5/29/19	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/4/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MJ

Date 5/28/19

Block 1.6 Account Number

1.6 Account Number

05-95-090-51700000-547-500394

05-95-090-51780000-103-502664

05-95-090-79640000-102-500731

05-95-090-80110000-102-500731

05-95-092-33800000-102-500731

05-95-090-75450000-102-500731

05-95-090-22390000-102-500731

05-95-092-33950000-102-500731

05-95-090-51780000-102-500731

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient), in accordance with 2 CFR 200.300.

2. Scope of Services

2.1. Lead Organization to Host a Regional Public Health Network (RPHN)

2.1.1. The Contractor shall serve as a lead organization to host a Regional Public Health Networks for the North Country region, which is defined by the Department, to provide a broad range of public health services within one or more of the state's thirteen designated public health regions. The Contractor agrees the purpose of the RPHNs statewide are to coordinate a range of public health and substance misuse-related services, as described below to assure that all communities statewide are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services that include, but are not limited to:

2.1.1.1. Sustaining a regional Public Health Advisory Council (PHAC),

2.1.1.2. Planning for and responding to public health incidents and emergencies,

2.1.1.3. Preventing the misuse of substances,

2.1.1.4. Facilitating and sustaining a continuum of care to address substance use disorders,

2.1.1.5. Implementing young adult substance misuse prevention strategies,

2.1.1.6. Providing School Based Vaccination Clinics,

2.1.1.7. Conducting a community-based assessment related to childhood lead poisoning prevention, and

2.1.1.8. Ensuring contract administration and leadership.

2.2. Public Health Advisory Council

2.2.1. The Contractor shall coordinate and facilitate the regional Public Health Advisory Council (PHAC) to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

2.2.1.1. Maintain a set of operating guidelines or by-laws for the PHAC

2.2.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team with the authority to:

2.2.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

2.2.1.2.2. Address emergent public health issues as identified by regional partners and the Department and mobilize key regional stakeholders to address the issue.

2.2.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

2.2.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

2.2.1.2.5. Make recommendations within the public health region and to the state regarding funding and priorities for service delivery based on needs assessments and collection.

2.2.1.3. PHAC leadership team shall meet at least quarterly in order to:

2.2.1.3.1. Ensure meeting minutes are available to the public upon request.

2.2.1.3.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.

2.2.1.4. Ensure a currently licensed health care professional will serve as a medical director for the RPHN who shall perform the following functions that are not limited to:

2.2.1.4.1. Write and issue standing orders when needed to carry out the programs and services funded through this agreement

2.2.1.4.2. Work with medical providers and the Department on behalf of the PHAC on any emergent public health issues. Participate in the Multi-Agency Coordinating Entity (MACE) during responses to public health emergencies as appropriate and based on availability.

2.2.1.5. Conduct at least biannual meetings of the PHAC.

2.2.1.6. Develop annual action plans for the services in this Agreement as advised by the PHAC.

2.2.1.7. Collect, analyze and disseminate data about the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.

2.2.1.8. Maintain a current Community Health Improvement Plan (CHIP) that is aligned with the State Health Improvement Plan (SHIP) and informed by other health improvement plans developed by other community partners;

2.2.1.9. Provide leadership through guidance, technical assistance and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.

2.2.1.10. Publish an annual report disseminated to the community capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities.

2.2.1.11. Maintain a website, which provides information to the public and agency partners, at a minimum, includes information about the PHAC, CHIP, SMP, CoC, YA and PHEP programs.

2.2.1.12. Conduct at least two educational and training programs annually to RPHN partners and others to advance the work of RPHN.

2.2.1.13. Educate partners and stakeholder groups on the PHAC, including elected and appointed municipal officials.

2.2.1.14. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

2.3. Public Health Emergency Preparedness

2.3.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity of partnering organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies as follows:

2.3.1.1. Ensure that all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions as follows:

2.3.1.2. Convene and coordinate a regional Public Health Emergency Preparedness (PHEP) coordinating/planning committee/workgroup to improve regional emergency response plans and the capacity of partnering entities to mitigate, prepare for, respond to and recover from public health emergencies.

2.3.1.3. Convene at least quarterly meetings of the regional PHEP committee/workgroup.

2.3.1.4. Ensure and document committee/workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA) annually.

2.3.1.5. Maintain a three-year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by CDC.

2.3.1.6. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.

2.3.1.7. Submit an annual work plan based on a template provided by the Department of Health and Human Services (DHHS).

2.3.1.8. Sponsor and organize the logistics for at least two trainings annually for regional partners. Collaborate with the DHHS, Division of Public Health Services (DPHS), the Community Health Institute (CHI), NH Fire Academy, Granite State Health Care Coalition (GSHCC), and other training providers to implement these training programs.

2.3.1.9. Revise on an annual basis the Regional Public Health Emergency Anne (RPHEA) based on guidance from DHHS as follows:

2.3.1.9.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by DHHS.

2.3.1.9.2. Develop new appendices based on priorities identified by DHHS using templates provided by DHHS.

2.3.1.9.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

2.3.1.9.4. Participate in workgroups to develop or revise components of the RPHEA that are convened by DHHS or the agency contracted to provide training and technical assistance to RPHNs.

2.3.1.10. Understand the hazards and social conditions that increase vulnerability within the public health region including but not limited to cultural, socioeconomic, and demographic factors as follows:

2.3.1.10.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.

2.3.1.10.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.

2.3.1.11. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental,

public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health incident or emergency.

2.3.1.12. Regularly communicate with the Department's Area Agency contractor that provides developmental and acquired brain disorder services in your region.

2.3.1.13. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.

2.3.1.14. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

2.3.1.15. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.

2.3.1.16. Maintain the capacity to utilize WebEOC, the State's emergency management platform, during incidents or emergencies. Provide training as needed to individuals to participate in emergency management using WebEOC.

2.3.1.17. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.

2.3.1.18. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.

2.3.1.19. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the DHHS' SNS Coordinator to identify appropriate actions and priorities, that include, but are not limited to:

2.3.1.19.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans;

2.3.1.19.2. Annual submission of either ORR or self-assessment documentation;

2.3.1.19.3. ORR site visit as scheduled by the CDC and DHHS;

2.3.1.19.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

2.3.1.20. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies as follows:

2.3.1.20.1. Prior to purchasing new supplies or equipment, execute MOUs with agencies to store, inventory, and rotate these supplies.

2.3.1.20.2. Upload, at least annually, a complete inventory to a Health Information Management System (HIMS) identified by DHHS.

2.3.1.21. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector as follows:

2.3.1.21.1. Maintain proficiency in the volunteer management system supported by DHHS.

2.3.1.21.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy during an incident or emergency.

2.3.1.21.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.

2.3.1.21.4. Conduct notification drills of volunteers at least quarterly.

2.3.1.22. As requested, participate in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.

2.3.1.23. As requested by the DPHS, participate in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

2.3.1.24. As requested by DPHS, plan and implement targeted Hepatitis A vaccination clinics. Clinics should be held at locations where individuals at-risk for Hepatitis A can be accessed, according to guidance issued by DPHS.

2.4. Substance Misuse Prevention

2.4.1. The Contractor shall provide leadership and coordination to impact substance misuse and related health promotion activities by implementing, promoting and advancing evidence-based primary prevention approaches, programs, policies, and services as follows:

2.4.1.1. Reduce substance use disorder (SUD) risk factors and strengthen protective factors known to impact behaviors.

2.4.1.2. Maintain a substance misuse prevention SMP leadership team consisting of regional representatives with a special expertise in substance misuse prevention that can help guide/provide awareness and advance substance misuse prevention efforts in the region.

2.4.1.3. Implement the strategic prevention model in accordance with the SAMHSA Strategic Prevention Framework that includes: assessment, capacity development, planning, implementation and evaluation.

2.4.1.4. Implement evidenced-informed approaches, programs, policies and services that adhere to evidence-based guidelines, in accordance with the Department's guidance on what is evidenced informed.

2.4.1.5. Maintain, revise, and publicly promote data driven regional substance misuse prevention 3-year Strategic Plan that aligns with the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan, and the State Health Improvement Plan).

2.4.1.6. Develop an annual work plan that guides actions and includes outcome-based logic models that demonstrates short, intermediate and long term measures in alignment the 3-year Strategic Plan, subject to Department's approval.

2.4.1.7. Advance and promote and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective and indicated by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families and communities.

2.4.1.8. Produce and disseminate an annual report that demonstrates past year successes, challenges, outcomes and projected goals for the subsequent year.

2.4.1.9. Comply with federal block grant requirements for substance misuse prevention strategies and collection and reporting of data as outlined in the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

2.4.1.10. Ensure substance misuse prevention is represented at PHAC meetings and with an exchange of bi-directional information to advance efforts of substance misuse prevention initiatives.

2.4.1.11. Assist, at the direction of BDAS, SMP staff with the Federal Block Grant Comprehensive Synar activities that consist of, but are not limited to, merchant and community education efforts, youth involvement, and policy and advocacy efforts.

2.5. Continuum of Care

2.5.1. The Contractor shall provide leadership and/or support for activities that assist in the development of a robust continuum of care (CoC) utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC) as follows:

2.5.1.1. Engage regional partners (Prevention, Intervention, Treatment, Recovery Support Services, primary health care, behavioral health care and other interested and/or affected parties) in ongoing update of regional assets and gaps, and regional CoC plan development and implementation.

2.5.1.2. Work toward, and adapt as necessary and indicated, the priorities and actions identified in the regional CoC development plan.

2.5.1.3. Facilitate and/or provide support for initiatives that result in increased awareness of and access to services, increased communication and collaboration among providers, and increases in capacity and delivery of services.

2.5.1.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan and service capacity increase activities.

2.5.1.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work such as Integrated Delivery Networks.

2.5.1.6. Work with the statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek help (health, education, safety, government, business, and others) in every community in the region.

2.5.1.7. Engage regional stakeholders to assist with information dissemination.

2.6. Young Adult Substance Misuse Prevention Strategies

2.6.1. The Contractor shall provide evidence-informed services and/or programs for young adults, ages 18 to 25 in high-risk high-need communities within their region which are both appropriate and culturally relevant to the targeted population as follows:

2.6.1.1. Ensure evidenced-informed substance misuse prevention strategies are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse.

2.6.1.2. Ensure evidenced-Informed Program, Practices or Policies meet one or more of the following criteria:

2.6.1.2.1. Evidenced-Based-Programs, policies, practices that are endorsed as evidenced-based have demonstrated a commitment to refining program

protocols and process, and a high-quality, systematic evaluation documenting short-term and intermediate outcomes which are listed on the National Registry of Evidenced-Based Programs and Practices (NREPP) published by the Federal Substance Abuse Mental Health Abuse Mental Health Services Authority (SAMHSA) or a similar published list (USDOE);

2.6.1.2.2. Those programs, policies, and practices that have been published in a peer review journal or similar peer review literature;

2.6.1.2.3. Practices that are programs that are endorsed as a promising practice that have demonstrated readiness to conduct a high quality, systematic evaluation. The evaluation includes the collection and reporting of data to determine the effectiveness on indicators highly correlated with reducing or preventing substance misuse. Promising practices are typically those that have been endorsed as such by a State's Expert Panel or Evidenced-Based Workgroup; or

2.6.1.2.4. Innovative programs that must apply to the State's Expert Panel within one year and demonstrate a readiness to conduct a high quality, systematic evaluation.

2.7. School Based Vaccination Clinics

2.7.1. The Contractor shall provide organizational structure to administer school-based flu clinics (SBC) as follows:

2.7.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

2.7.1.2. Coordinate information campaigns with school officials targeted to parents/guardians to maximize student participation rates.

2.7.1.3. Distribute state supplied promotional vaccination material

2.7.1.4. Distribute, obtain, verify and store written consent from legal guardian prior to administration of vaccine in compliance with HIPPA and other state and federal regulations.

2.7.1.5. If the contractor lacks the ability to store vaccination consents within HIPPA guidelines, the contractor may request the NH DPHS Immunization Program (NHIP) to store these records once the contractor has completed data collection and reporting.

2.7.1.6. Document, verify and store written or electronic record of vaccine administration in compliance with HIPPA and other state and federal regulations.

2.7.1.7. If the contractor lacks the ability to store vaccination record within HIPPA guidelines, the contractor may request the NHIP to store these records once the contractor has completed data collection and reporting.

2.7.1.8. Provide written communication of vaccination status (completed/not completed) to the legal guardian upon the day of vaccination.

2.7.1.9. Provide the following vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the legal guardian requests that the information not be shared. This information may be given to the parents to distribute to the primary care provider:

- 2.7.1.9.1. Patient full name and one other unique patient identifier
- 2.7.1.9.2. Vaccine name
- 2.7.1.9.3. Vaccine manufacturer
- 2.7.1.9.4. Lot number
- 2.7.1.9.5. Date of vaccine expiration
- 2.7.1.9.6. Date of vaccine administration
- 2.7.1.9.7. Date Vaccine Information Sheet (VIS) was given
- 2.7.1.9.8. Edition date of the VIS given
- 2.7.1.9.9. Name and address of entity that administered the vaccine (contractor's name)
- 2.7.1.9.10. Full name and title of person who administered the vaccine

2.7.1.10. Ensure that current federal guidelines for vaccine administration are adhered to, including but not limited to disseminating a Vaccine Information Statement, so that the legal authority (legal guardian, parent, etc.) is provided access to this information on the day of vaccination.

2.7.1.11. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers and patients.

2.7.1.12. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent and total number of students absent with influenza-like illness for in session school days.

2.7.1.13. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.

2.7.2. The Contractor shall safely administer vaccine supplied by NHIP as follows:

2.7.2.1. Obtain medical oversight, standing orders, emergency interventions/protocols and clinical expertise through providing a medical/clinical director.

2.7.2.2. Medical/Clinical director needs to be able to prescribe medication in the State of New Hampshire.

2.7.2.3. Medical/Clinical director can be a Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), or Advanced Practice Registered Nurse (APRN).

2.7.2.4. Copies of standing orders, emergency interventions/protocols will be available at all clinics.

2.7.2.5. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.

2.7.2.6. Procure necessary supplies to conduct school vaccine clinics. This includes but is not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, non-latex bandages, etc.

2.7.3. The Contractor shall ensure proper vaccine storage, handling and management as follows:

2.7.3.1. Annually submit a signed Vaccine Management Agreement to NHIP ensuring that all listed requirements are met.

2.7.3.2. Contractor's SBC coordinator needs to complete the NHIP vaccination training annually. In addition, contractor's SBC coordinator will complete vaccine ordering and vaccine storage and handling training. Contractor agrees to keep a copy of these training certificates on file.

2.7.3.3. Contractor may use NHIP trainings' or their own educational materials to train their SBC staff. If contractor chooses to utilize non NHIP training, all training materials will be submitted to NHIP for prior approval.

2.7.3.4. A copy of all training materials will be kept on site for reference during SBCs.

2.7.3.5. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the contractor's custody.

2.7.3.6. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.

2.7.3.7. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.

2.7.3.8. Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.

2.7.3.9. Ensure each and every dose of vaccine is accounted for.

2.7.3.10. Submit a monthly temperature log for the vaccine storage refrigerator.

2.7.3.11. Notify NHIP through contacting the NHIP Nursing help line and faxing incident forms of any adverse event within 24 hours of event occurring.

2.7.3.12. In the event of stored vaccine going outside of the manufacturers recommended temperatures (a vaccine temperature excursion):

2.7.3.13. Immediately quarantine the vaccine in a temperature appropriate setting, separating it from other vaccine and labeling it "DO NOT USE".

2.7.3.14. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.

2.7.3.15. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.

2.7.3.16. Submit a Cold Chain Incident Report along with a Data Logger report to NHIP within 24 hours of temperature excursion occurrence.

2.7.4. The Contractor shall complete the following tasks within 24 hours of the completion of every clinic:

2.7.4.1. Update State Vaccination system with total number of vaccines administered and wasted during each mobile clinic. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

2.7.4.2. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the contractor's established vaccine refrigerator.

2.7.4.3. Submit the following totals to NHIP outside of the Vaccine ordering system the:

2.7.4.3.1. total number of students vaccinated.

2.7.4.3.2. total number of vaccines wasted.

2.7.4.4. Complete an annual year-end self-evaluation and improvement plan for the following areas:

2.7.4.4.1. Strategies that worked well in the areas of communication, logistics, or planning.

2.7.4.4.2. Areas for improvement both at the state and regional levels. Emphasize strategies for implementing improvements.

2.7.4.4.3. Discuss strategies that worked well for increasing both the number of clinics held at schools as well as the number of students vaccinated.

2.7.4.4.4. Discuss future strategies and plans for increasing students vaccinated. Include suggestions on how state level resources may aid in this effort.

2.7.5. The Contractor will be funded through a combination of base funding and incentivized funding. The goal of the incentivized funding is to encourage the contractor to offer vaccination at

schools, which have a greater economic disparity. To this end, a list of schools serving higher populations of students who qualify for the New Hampshire Free/Reduced School Lunch will be generated annually by NHIP in collaboration with the Department of Education (DOE). To receive full funding, contractors will need to serve at least 50% of schools listed.

2.7.5.1. If a contractor is unable to provide vaccine to at least 50% of the schools listed, the contractor will need to show evidence of providing vaccine to additional schools listed but not previously served the year before in order to receive full funding.

2.7.5.2. If NHIP and Contractor both agree that all options to try and offer vaccination services at a school have been exhausted, NHIP will replace that school with the next school listed from the New Hampshire Free/Reduced Lunch generated list.

2.7.5.3. If a contractor is unable to demonstrate the growth listed in 3.7.9.1, they will be awarded funding on a sliding scale based on the percentage of schools listed. This calculation will be the % of actual listed school covered divided by 50%. The percentage determined by that equation will be multiplied by the total amount of dollars available for funding, beyond the base portion of funding, to total the amount of dollars awarded for that year.

2.8. Childhood Lead Poisoning Prevention Community Assessment

2.8.1. The Contractor shall participate in a statewide meeting, hosted by the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP), to review data and other information specific to the burden of lead poisoning within the region as follows:

2.8.1.1. Partner with the HHLPPP to identify and invite a diverse group of regional partners to participate in a regional outreach and educational meeting on the burden of lead poisoning. Partners may include, but are not limited to, municipal governments (e.g. code enforcement, health officers, elected officials) school administrators, school boards, hospitals, health care providers, U.S. Housing and Urban Department lead

hazard control grantees, public housing officials, Women, Infant and Children programs, Head Start and Early Head Start programs, child educators, home visitors, legal aid, and child advocates.

2.8.1.2. Collaborate with partners from within the region to identify strategies to reduce the burden of lead poisoning in the region. Strategies may include, but are not limited to, modifying the building permit process, implementing the Environmental Protection Agency's Renovate, Repair and Paint lead safe work practice training into the curriculum of the local school district's Career and Technical Center, identify funding sources to remove lead hazards from pre-1978 housing in the community, increase blood lead testing rates for one and two year old children in local health care practices, and/or implement pro-active inspections of rental housing and licensed child care facilities.

2.8.1.3. Prepare and submit a brief proposal to the HHLPPP identifying strategy(s) to reduce the burden of lead poisoning, outlining action steps and funding necessary to achieve success with the strategy over a one-year period.

2.9. Contract Administration and Leadership

2.9.1. The Contactor shall introduce and orient all funded staff to the work of all the activities conducted under the contract as follows.

2.9.1.1. Ensure detailed work plans are submitted annually for each of the funded services based on templates provided by the DHHS.

2.9.1.2. Ensure all staff have the appropriate training, education, experience, skills, and ability to fulfill the requirements of the positions they hold and provide training, technical assistance or education as needed to support staff in areas of deficit in knowledge and/or skills.

2.9.1.3. Ensure communication and coordination when appropriate among all staff funded under this contract.

2.9.1.4. Ensure ongoing progress is made to successfully complete annual work plans and outcomes achieved.

2.9.1.5. Ensure financial management systems are in place with the capacity to manage and report on multiple sources of state and federal funds, including work done by subcontractors.

3. Training and Technical Assistance Requirements

3.1. The Contractor shall participate in training and technical assistance as follows:

3.1.1. Public Health Advisory Council

3.1.1.1. Attend semi-annual meetings of PHAC leadership convened by DPHS/BDAS.

3.1.1.2. Complete a technical assistance needs assessment.

3.1.2. Public Health Emergency Preparedness

3.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by DPHS/ESU. Complete a technical assistance needs assessment.

3.1.2.2. Attend up to two trainings per year offered by DPHS/ESU or the agency contracted by the DPHS to provide training programs.

3.1.3. Substance Misuse Prevention

3.1.3.1. SMP coordinator shall attend community of practice meetings/activities.

3.1.3.2. At DHHS' request, engage with ongoing technical assistance to ensure the RPHN workforce is knowledge, skilled and has the ability to carry out all scopes of work (e.g. using data to inform plans and evaluate outcomes, using appropriate measures and tools, etc.)

3.1.3.3. Attend all bi-monthly meetings of SMP coordinators.

3.1.3.4. Participate with DHHS technical assistance provider on interpreting the results of the Regional SMP Stakeholder Survey.

3.1.3.5. Attend additional meetings, conference calls and webinars as required by DHHS.

3.1.3.6. SMP lead staff must be credentialed within one year of hire as Certified Prevention Specialist to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board. (http://nhpreventcert.org/).

3.1.3.7. SMP staff lead must attend required training, Substance Abuse Prevention Skills Training (SAPST). This training is offered either locally or in New England one (1) to two (2) times annually.

3.1.4. Continuum of Care

3.1.4.1. Be familiar with the evidence-based Strategic Planning Model (includes five steps: Assessment, Capacity, Planning, Implementation, and Development), RROSC and NH DHHS CoC systems development and the "No Wrong Door" approach to systems integration.

3.1.4.2. Attend quarterly CoC Facilitator meetings.

3.1.4.3. Participate in the CoC learning opportunities as they become available to:

3.1.4.3.1. Receive information on emerging initiatives and opportunities;

3.1.4.3.2. Discuss best ways to integrate new information and initiatives;

3.1.4.3.3. Exchange information on CoC development work and techniques;

3.1.4.3.4. Assist in the refinement of measures for regional CoC development;

3.1.4.3.5. Obtain other information as indicated by BDAS or requested by CoC Facilitators.

3.1.4.4. Participate in one-on-one information and/or guidance sessions with BDAS and/or the entity contracted by the department to provide training and technical assistance.

3.1.5. Young Adult Strategies

3.1.5.1. Ensure all young adult prevention program staff receive appropriate training in their selected evidenced-informed program by an individual authorized by the program developer.

3.1.5.2. Participate in ongoing technical assistance, consultation, and targeted trainings from the Department and the entity contracted by the department to provide training and technical assistance.

3.1.6. School-Based Clinics

3.1.6.1. Staffing of clinics requires a currently licensed clinical staff person with a current Basic Life Support

Certification at each clinic to provide oversight and direction of clinical operations. Clinical license (or copy from the NH online license verification showing the license type, expiration and status) and current BLS certificate should be kept in training file.

4. Staffing

4.1. The Contractor's staffing structure must include a contract administrator and a finance administrator to administer all scopes of work relative to this agreement. In addition, while there is staffing relative to each scope of work presented below, the administrator must ensure that across all funded positions, in addition to subject matter expertise, there is a combined level of expertise, skills and ability to understand data; use data for planning and evaluation; community engagement and collaboration; group facilitation skills; and IT skills to effectively lead regional efforts related to public health planning and service delivery. The funded staff must function as a team, with complementary skills and abilities across these foundational areas of expertise to function as an organization to lead the RPHN's efforts.

4.2. The Contractor shall hire or subcontract and provide support for a designated project lead for each of the following four (4) scopes of work: PHEP, SMP, CoC Facilitator, and Young Adult Strategies. DHHS Recognizes that this agreement provides funding for multiple positions across the multiple program areas, which may result in some individual staff positions having responsibilities across several program areas, including, but not limited to, supervising other staff. A portion of the funds assigned to each program area may be used for technical and/or administrative support personnel. See Table 1 – Minimum for technical and/or administrative support personnel. See Table 1 – Minimum Staffing Requirements.

4.3. Table 1 – Minimum Staffing Requirements

Position Name	Minimum Required Staff Positions
Public Health Advisory Council	No minimum FTE requirement
Substance Misuse Prevention Coordinator	Designated Lead
Continuum of Care Facilitator	Designated Lead
Public Health Emergency Preparedness Coordinator	Designated Lead
Young Adult Strategies (optional)	Designated Lead

5. Reporting

5.1. The Contractor shall:

5.1.1. Participate in Site Visits as follows:

5.1.1.1. Participate in an annual site visit conducted by DPHS/BDAS that includes all funded staff, the contract administrator and financial manager.

5.1.1.2. Participate in site visits and technical assistance specific to a single scope of work as described in the sections below.

5.1.1.3. Submit other information that may be required by federal and state funders during the contract period.

5.1.2. Provide Reports for the Public Health Advisory Council as follows:

5.1.2.1. Submit quarterly PHAC progress reports using an on-line system administered by the DPHS.

5.1.3. Provide Reports for the Public Health Preparedness as follows:

5.1.3.1. Submit quarterly PHEP progress reports using an on-line system administered by the DPHS.

5.1.3.2. Submit all documentation necessary to complete the MCM ORR review or self-assessment.

5.1.3.3. Submit semi-annual action plans for MCM ORR activities on a form provided by the DHHS.

5.1.3.4. Submit information documenting the required MCM ORR-related drills and exercises.

5.1.3.5. Submit final After Action Reports for any other drills or exercises conducted.

5.1.4. Provide Reports for Substance Misuse Prevention as follows:

5.1.4.1. Submit Quarterly SMP Leadership Team meeting agendas and minutes

5.1.4.2. 3-Year Plans must be current and posted to RPHN website, any revised plans require BDAS approval

5.1.4.3. Submission of annual work plans and annual logic models with short, intermediate and long term measures

5.1.4.4. Input of data on a monthly basis to an online database (e.g. PWITS) per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.

Federal Block Grant. The data includes but is not limited to:

5.1.4.4.1. Number of individuals served or reached

5.1.4.4.2. Demographics

5.1.4.4.3. Strategies and activities per IOM by the six (6) activity types.

5.1.4.4.4. Dollar Amount and type of funds used in the implementation of strategies and/or interventions

5.1.4.4.5. Percentage evidence based strategies

5.1.4.5. Submit annual report

5.1.4.6. Provide additional reports or data as required by the Department.

5.1.4.7. Participate and administer the Regional SMP Stakeholder Survey in alternate years.

5.1.5. Provide Reports for Continuum of Care as follows:

5.1.5.1. Submit update on regional assets and gaps assessments as required.

5.1.5.2. Submit updates on regional CoC development plans as indicated.

5.1.5.3. Submit quarterly reports as indicated.

5.1.5.4. Submit year-end report as indicated.

5.1.6. Provide Reports for Young Adult Strategies as follows:

5.1.6.1. Participate in an evaluation of the program that is consistent with the federal Partnership for Success 2015 evaluation requirements. Should the evaluation consist of participant surveys, vendors must develop a

system to safely store and maintain survey data in compliance with the Department's policies and protocols. Enter the completed survey data into a database provided by the Department. Survey data shall be provided to the entity contracted by the Department to provide evaluation analysis for analysis.

5.1.6.2. Input data on a monthly basis to an online database as required by the Department. The data includes but is not limited to:

5.1.6.2.1. Number of individuals served

5.1.6.2.2. Demographics of individuals served

5.1.6.2.3. Types of strategies or interventions implemented

5.1.6.2.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions

5.1.6.3. Meet with a team authorized by the Department on a semiannual basis or as needed to conduct a site visit.

5.1.7. Provide Reports for School-Based Vaccination Clinics as follows:

5.1.7.1. Attend annual debriefing and planning meetings with NHIP staff.

5.1.7.2. Complete a year-end summary of total numbers of children vaccinated, as well as accomplishments and improvements to future school-based clinics. No later than 3 months after SBCs are concluded, give the following aggregated data grouped by school to NHIP:

5.1.7.2.1. Number of students at that school

5.1.7.2.2. Number of students vaccinated out of the total number at that school

5.1.7.2.3. Number of vaccinated students on Medicaid out of the total number at that school

5.1.7.3. Provide other reports and updates as requested by NHIP.

5.1.8. Provide Reports for Childhood Lead Poisoning Prevention Community Assessment as follows:

5.1.8.1. Submit a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

6. Performance Measures

6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the DHHS, to measure the effectiveness of the agreement as follows:

6.1.1. Public Health Advisory Council

6.1.1.1. Documented organizational structure for the PHAC (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).

6.1.1.2. Documentation that the PHAC membership represents public health stakeholders and the covered populations described in section 3.1.

6.1.1.3. CHIP evaluation plan that demonstrates positive outcomes each year.

6.1.1.4. Publication of an annual report to the community.

6.1.2. Public Health Emergency Preparedness

6.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review based on prioritized recommendations from DHHS.

6.1.2.2. Response rate and percent of staff responding during staff notification, acknowledgement and assembly drills.

6.1.2.3. Percent of requests for activation met by the Multi-Agency Coordinating Entity.

6.1.2.4. Percent of requests for deployment during emergencies met by partnering agencies and volunteers.

6.1.3. Substance Misuse Prevention

6.1.3.1. As measured by the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health (NSDUH), reductions in prevalence rates for:

6.1.3.1.1. 30-day alcohol use
6.1.3.1.2. 30-day marijuana use
6.1.3.1.3. 30-day illegal drug use
6.1.3.1.4. Illicit drug use other than marijuana
6.1.3.1.5. 30-day Nonmedical use of pain relievers
6.1.3.1.6. Life time heroin use
6.1.3.1.7. Binge Drinking
6.1.3.1.8. Youth smoking prevalence rate, currently smoke cigarettes
6.1.3.1.9. Binge Drinking

6.1.3.1.10. Youth smoking prevalence rate, currently smoke cigarettes

6.1.3.2. As measured by the YRB and NSDUH increases in the perception of risk for:

6.1.3.2.1. Perception of risk from alcohol use
6.1.3.2.2. Perception of risk from marijuana use
6.1.3.2.3. Perception of risk from illegal drug use
6.1.3.2.4. Perception of risk from Nonmedical use of prescription drugs without a prescription
6.1.3.2.5. Perception of risk from binge drinking
6.1.3.2.6. Perception of risk in harming themselves physically and in other ways when they smoke one or more packs of cigarettes per day
6.1.3.2.7. Demonstrated outcomes related to Risk and Protective Factors that align with prevalence data and strategic plans.

6.1.4. Continuum of Care

6.1.4.1. Evidence of ongoing update of regional substance use services assets and gaps assessment.
6.1.4.2. Evidence of ongoing update of regional CoC development plan.
6.1.4.3. Number of partners assisting in regional information dissemination efforts.
6.1.4.4. Increase in the number of calls from community members in regional seeking help as a result of information dissemination.
6.1.4.5. Increase in the number of community members in region accessing services as a result of information dissemination.
6.1.4.6. Number of other related initiatives CoC Facilitator leads, participates in, or materially contributes to.

6.1.5. Young Adult Strategies

6.1.5.1. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.1.1. Participants will report a decrease in past 30-day alcohol use.
6.1.5.1.2. Participants will report a decrease in past 30-day non-medical prescription drug use.

6.1.5.1.3. Participants will report a decrease in past 30-day illicit drug use including illicit opioids.

6.1.5.2. Based on a survey of individuals participating in targeted young adult strategies the following outcomes will be measured:

6.1.5.2.1. Participants will report a decrease in past 30-day alcohol use.

6.1.5.2.2. Participants will report a decrease in negative consequences from substance misuse.

6.1.6. School-Based Vaccination Clinics

6.1.6.1. Annual increase in the percent of students receiving seasonal influenza vaccination in school-based clinics.

6.1.6.2. Annual increase in the percentage of schools identified by NHIP that participate in the Free/Reduced School Lunch Program; or completion of at least 50% of schools listed.

6.1.6.3. Vaccine wastage shall be kept below 5%.

6.1.7. Childhood Lead Poisoning Prevention Community Assessment

6.1.7.1. At least one (1) representative from the RPHN attends a one-day meeting hosted by the HHLPPP to review data pertaining to the burden of lead in the region.

6.1.7.2. At least six (6) diverse partners from the region participate in an educational session on the burden of lead poisoning.

6.1.7.3. Submission of a proposal that identifies at least one (1) strategy that can be implemented to reduce the burden of lead poisoning.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   1.1. This Agreement is funded with funds from the:

      1.1.1. Federal Funds from the US Centers for Disease Control and Prevention, Preventive Health Services, Catalog of Federal Domestic Assistance (CFDA #) 93.991, Federal Award Identification Number (FAIN) #B01OT009205.

      1.1.2. Federal Funds from the US Centers for Disease Control and Prevention, Public Health Emergency Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.069, Federal Award Identification Number (FAIN) #U90TP000535, and General Funds.

      1.1.3. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance (CFDA #) 93.959, Federal Award Identification Number (FAIN) #TI010035, and General Funds

      1.1.4. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative, Catalog of Federal Domestic Assistance (CFDA #) 93.243, Federal Award Identification Number (FAIN) #SP020796

      1.1.5. Federal Funds from the US Centers for Disease Control and Prevention, National Center for Immunization and Respiratory Diseases, Catalog of Federal Domestic Assistance (CFDA #) 93.268, Federal Award Identification Number (FAIN) #H23IP000757

      1.1.6. Federal Funds from the US Department of Health and Human Services, Public Health Hospital Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.889, Federal Award Identification Number (FAIN) #U90TP000535.

      1.1.7. Federal Funds from the US Department of Health and Human Services, Childhood Lead Poisoning Prevention and Surveillance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.197, Federal Award Identification Number (FAIN) #NUE2EH001408.

      1.1.8. And General Funds from the State of New Hampshire.

   1.2. The Contractor shall provide the services in Exhibit A, Scope of Service in compliance with funding requirements.

   1.3. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2. Program Funding

Exhibit B

2.1. The Contractor shall be paid up to the amounts specified for each program/scope of work identified in Exhibit B-1 Program Funding.

2.2. The Contractor shall submit a detailed budget to the Department for review and approval no later than ten (10) business days from the contract effective date. The Contractor shall:

2.2.1. Utilize budget forms as provided by the Department

2.2.2. Submit a budget for each program/scope of work for each state fiscal year in accordance with Exhibit B-1.

2.2.3. Collaborate with the Department to incorporate approved budgets into this agreement by Amendment.

3. Payment for said services shall be made monthly as follows:

3.1. 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 budget line items in Section 2.2 above.

3.2. The Contractor shall submit an invoice form provided by the Department no later than the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

3.3. The Contractor shall ensure the invoices are completed, signed, dated and returned to the Department in order to initiate payments.

3.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

3.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

3.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHSContractBilling@dhhs.nh.gov

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

6. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Vendor Name: North Country Health Consortium
Contract Name: Regional Public Health Network Services
Region: North Country

	Program Name and Funding Amounts							
State Fiscal Year	Public Health Advisory Council	Public Health Emergency Preparedness	Substance Misuse *Prevention	Continuum of Care	Young Adult Substance Misue Preventioin Strategies*	School-Based Vaccination Clinics	Childhood Lead Poisoning Prevention Community Assessment	Hepatitis A Vaccination Clinics
2019	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200.00	$ 10,000.00
2020	$ 30,000.00	$ 96,550.00	$ 77,488.00	$ 40,581.00	$ 90,000.00	$ 15,000.00	$ 1,800.00	$ 10,000.00
2021	$ 30,000.00	$ 96,550.00	$ 77,488.00	$ 40,581.00	$ 22,500.00	$ 15,000.00	$ -	$ -

*Young Adult Strategies State Fiscal Year 2021 Funding ends September 30, 2020.

Contractor Initials: AJ
Contractor: 5/28/19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials
Date 5/28/19

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials _____
Date 5/28/19

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

5/20/19
Date

Name: Molly Frank
Title: CCO

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

5/28/19
Date

Name: Nancy Frank
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials _____

Date 5/28/19

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

5/28/19
Date

Name: Nancy Frank
Title: CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

5/28/19
Date

Name: Nancy Frank
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

5/28/19
Date

Name: Nancy Frank
Title: CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	North Country Health Consortium
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Nancy Frack
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
5/29/19	5/28/19
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor 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 Vendor 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.

Vendor Name:

5/28/19
Date

Name: Nicky Frank
Title: CEO

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 077111198-0000

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 29, 1998. 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: 301369

Certificate Number: 0004485428

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Edward Shanshala, do hereby certify that:

1. I am a duly elected Officer of North Country Health Consortium.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 12, 2019.

   RESOLVED: *Whereas the North Country Health Consortium enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services.*

   RESOLVED: *Be it resolved that the Chief Executive Officer and/or Board President is hereby authorized on behalf of this corporation to enter into said contracts with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Nancy Frank is the Chief Executive Officer of the corporation.*

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of May, 2019.
4. Nancy Frank is the duly elected Chief Executive Officer of the Agency.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the North Country Health Consortium this 28th day of May, 2019.

Edward Shanshala, President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The forgoing instrument was acknowledged before me this 28th day of May, 2019, by Edward Shanshala.

Cynthia J. Keller
Notary Public/Justice of the Peace
My Commission Expires:

CYNTHIA J. KELLER, Notary Public
State of New Hampshire
My Commission Expires August 3, 2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584	CONTACT NAME: Patricia Fecteau PHONE (A/C, No, Ext): (603) 788-2555 FAX (A/C, No): (603) 788-3901 E-MAIL ADDRESS: pfecteau@gms-ins.com
INSURED North Country Health Consortium Inc 262 Cottage Street, Suite 230 Littleton NH 03561	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Insurance Co INSURER B: United Financial Casualty Co. — 11770 INSURER C: Eastern Alliance Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL194910783 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK1923978	01/01/2019	01/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			00263832-0	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB659960	01/01/2019	01/01/2020	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01-0000114697-01	01/01/2019	01/01/2020	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Health Consortium
NH Workers Compensation--excluded officers are Scott Colby, Edward Shanshala II, Nancy Bishop

CERTIFICATE HOLDER

State of NH Dept of Health & Human Services
Bureau of Drug & Alcohol Serv
129 Pleasant Street
Concord NH 03301-3852

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NORTH COUNTRY
HEALTH CONSORTIUM

North Country Health Consortium Mission Statement:

"To lead innovative collaboration to improve the health status of the region."

The North Country Health Consortium (NCHC) is a non-profit 501(c)3 rural health network, created in 1997, as a vehicle for addressing common issues through collaboration among health and human service providers serving Northern New Hampshire.

NCHC is engaged in activities for:

- Solving common problems and facilitating regional solutions
- Creating and facilitating services and programs to improve population health status
- Health professional training, continuing education and management services to encourage sustainability of the health care infrastructure
- Increasing capacity for local public health essential services
- Increasing access to health care for underserved and uninsured residents of Northern New Hampshire.

262 Cottage Street, Suite 230, Littleton, NH 03561
Phone: 603-259-3700; Fax: 603-444-0945
www.nchcnh.org • nchc@nchcnh.org

A.M. PEISCH & COMPANY, LLP

SINCE 1920

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2018 AND 2017

AMP

SINCE 1920

CONTENTS

A.M. PEISCH & COMPANY, LLP
SINCE 1920

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2018 and 2017, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

401 Water Tower Circle
Suite 302
Colchester, VT 05446
(802) 654-7255

27 Center Street
P. O. Box 326
Rutland, VT 05702
(802) 773-2721

30 Congress Street
Suite 201
St. Albans, VT 05478
(802) 527-0505

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road, Suite 402
West Lebanon, NH 03784
(603) 306-0100

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2018 and 2017, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated 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 consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated 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 March 26, 2019 on our consideration of North Country Health Consortium, Inc. and Subsidiary'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 North Country Health Consortium, Inc. and Subsidiary'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 North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and compliance.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A. M. Peisch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2018 AND 2017

	2018	2017
ASSETS		
Current assets		
Cash and cash equivalents	$ 687,847	$ 1,075,410
Accounts receivable, net		
Grants and contracts	966,962	548,391
Dental services	898	864
Certificates of deposit	126,065	125,540
Prepaid expenses	21,356	9,960
Restricted cash - IDN	1,987,216	1,021,388
Total current assets	3,790,344	2,781,553
Property and equipment:		
Computers and equipment	147,392	147,392
Dental equipment	32,808	32,808
Furnitures and fixtures	30,045	30,045
Vehicles	18,677	18,677
Accumulated depreciation	(170,735)	(137,253)
Property and equipment, net	58,187	91,669
Other assets		
Restricted cash - IDN	800,000	1,200,000
Total other assets	800,000	1,200,000
Total assets	$ 4,648,531	$ 4,073,222
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	$ 396,039	$ 105,345
Accrued expenses	8,983	6,921
Accrued wages and related liabilities	265,717	154,454
Deferred revenue	1,854,420	1,185,265
Total current liabilities	2,525,159	1,451,985
Long-term liabilities		
Deferred revenue - Long term portion	800,000	1,200,000
Total long-term liabilities	800,000	1,200,000
Total liabilities	3,325,159	2,651,985
Net assets		
Unrestricted	1,323,372	1,421,237
Total net assets	1,323,372	1,421,237
Total liabilities and net assets	$ 4,648,531	$ 4,073,222

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2018 AND 2017

	2018	2017
Support:		
Grant and contract revenue	$ 5,017,825	$ 3,493,136
Revenue:		
Dental patient revenue	101,092	121,784
Fees for programs and services	1,455,860	100,602
Interest income	6,085	5,554
Other income	12,766	2,594
Total revenue	1,575,803	230,534
Total support and revenue	6,593,628	3,723,670
Program expenses:		
Workforce	3,263,756	2,011,463
Public health	198,719	165,268
Molar	219,335	279,213
CSAP	2,524,655	772,056
Total program expenses	6,206,465	3,228,000
Management and general	485,028	275,938
Total expenses	6,691,493	3,503,938
Gain (loss) on sale of property and equipment	-	(1,146)
Change in net assets	(97,865)	218,586
NET ASSETS, beginning of the year	1,421,237	1,202,651
NET ASSETS, end of the year	$ 1,323,372	$ 1,421,237

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Workforce	Public Health	Molar	CSAP	Total Program	Management & General	Total
Personnel:							
Salaries	$ 987,365	$ 115,572	$ 112,796	$ 1,480,317	$ 2,696,050	$ 281,983	$ 2,978,033
Payroll taxes and employee benefits	185,492	20,750	21,938	261,323	489,503	48,518	538,021
Subtotal	1,172,857	136,322	134,734	1,741,640	3,185,553	330,501	3,516,054
Site expenses:							
Computer fees	16,218	1,186	3,392	18,846	39,642	3,161	42,803
Medical and pharmacy supplies, MOA	1,610,212	36,431	55,217	327,270	2,029,130	4,967	2,034,097
Office supplies	17,314	2,634	448	64,899	85,295	30,617	115,912
Food	-	-	-	58,405	58,405	-	58,405
Subtotal	1,643,744	40,251	59,057	469,420	2,212,472	38,745	2,251,217
General:							
Bad debts	-	-	-	12,847	12,847	-	12,847
Depreciation	-	-	6,869	-	6,869	26,613	33,482
Dues and memberships	203,919	59	76	4,877	208,931	8,658	217,589
Education and training	2,108	-	140	1,050	3,298	45	3,343
Equipment and maintenance	22,299	-	544	3,787	26,630	2,420	29,050
Rent and occupancy	51,842	5,628	6,099	115,769	179,338	20,556	199,894
Insurance	5,364	972	1,173	7,156	14,665	5,016	19,681
Miscellaneous	-	-	219	7,732	7,951	-	7,951
Payroll processing fees	150	50	-	694	894	9,105	9,999
Postage	1,646	168	178	1,635	3,627	313	3,940
Printing	4,208	366	1,175	4,330	10,079	1,756	11,835
Professional fees	26,047	1,000	2,797	38,573	68,417	19,353	87,770
Training fees and supplies	53,602	914	1,000	20,548	76,064	4,758	80,822
Travel	47,224	2,806	1,475	54,798	106,303	8,423	114,726
Telephone	10,222	1,116	501	12,348	24,187	1,327	25,514
Vehicle expense	-	-	3,298	31	3,329	497	3,826
Event facility fees	18,524	9,067	-	27,420	55,011	6,942	61,953
Subtotal	447,155	22,146	25,544	313,595	808,440	115,782	924,222
Total expenses	$ 3,263,756	$ 198,719	$ 219,335	$ 2,524,655	$ 6,206,465	$ 485,028	$ 6,691,493

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Workforce	Public Health	Molar	CSAP	Total Program	Management & General	Total
Personnel:							
Salaries	$ 902,285	$ 72,003	$ 141,659	$ 271,561	$ 1,387,508	$ 131,822	$ 1,519,330
Payroll taxes and employee benefits	158,395	12,821	26,335	46,652	244,203	19,635	263,838
Subtotal	1,060,680	84,824	167,994	318,213	1,631,711	151,457	1,783,168
Site expenses:							
Computer fees	17,098	1,570	5,135	4,920	28,723	1,698	30,421
Medical and pharmacy supplies, MOA	673,678	61,473	70,399	354,919	1,160,469	2,212	1,162,681
Office supplies	17,744	2,588	1,407	9,570	31,309	15,415	46,724
Subtotal	708,520	65,631	76,941	369,409	1,220,501	19,325	1,239,826
General:							
Depreciation	-	-	7,095	-	7,095	23,114	30,209
Dues and memberships	5,185	35	9	9,871	15,100	8,547	23,647
Education and training	4,635	150	1,514	1,730	8,029	8,558	16,587
Equipment and maintenance	270	-	468	-	738	1,727	2,465
Rent and occupancy	39,647	3,279	6,881	11,180	60,987	4,709	65,696
Insurance	5,712	944	1,601	1,609	9,866	582	10,448
Miscellaneous	-	-	-	-	-	5,817	5,817
Payroll processing fees	-	-	-	592	592	5,717	6,309
Postage	2,007	146	348	722	3,223	606	3,829
Printing	3,805	671	1,506	5,276	11,258	426	11,684
Professional fees	27,639	1,601	4,872	11,890	46,002	28,039	74,041
Training fees and supplies	84,505	667	407	9,694	95,273	1,462	96,735
Travel	48,119	3,885	3,585	27,635	83,224	8,979	92,203
Telephone	10,398	1,040	975	2,105	14,518	623	15,141
Vehicle expense	-	-	5,017	800	5,817	-	5,817
Event facility fees	10,341	2,395	-	1,330	14,066	6,250	20,316
Subtotal	242,263	14,813	34,278	84,434	375,788	105,156	480,944
Total expenses	$ 2,011,463	$ 165,268	$ 279,213	$ 772,056	$ 3,228,000	$ 275,938	$ 3,503,938

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (97,865)	$ 218,586
Adjustments to reconcile change in net assets		
to net cash provided by operating activities:		
Depreciation	33,482	30,209
(Gain)/loss on sale of property and equipment	-	1,146
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	(418,571)	(207,861)
Accounts receivable - Dental services	(34)	8,420
Prepaid expenses	(11,396)	25,366
Restricted cash - IDN	(565,828)	191,847
Increase (decrease) in operating liabilities:		
Accounts payable	290,694	42,240
Accrued expenses	2,062	(987)
Accrued wages and related liabilities	111,263	57,073
Deferred revenue	269,155	(194,604)
Net cash provided (used) by operating activities	(374,191)	171,435
CASH FLOWS FROM INVESTING ACTIVITIES		
Reinvestment of certificates of deposit interest	(525)	(520)
Purchases of property and equipment	-	(81,350)
Net cash used by investing activities	(525)	(81,870)
Net increase (decrease) in cash and cash equivalents	(374,716)	89,565
Beginning cash and cash equivalents	1,075,410	985,845
Ending cash and cash equivalents	$ 700,694	$ 1,075,410

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Activities and Summary of Significant Accounting Policies

Nature of activities

North Country Health Consortium, Inc. and Subsidiary (NCHC) (the Organization) is a not-for-profit health center chartered under the laws of the State of New Hampshire. The Organization's mission is to lead innovative collaboration to improve the health status of the region. NCHC is engaged in promoting and facilitating access to services and programs that improve the health status of the area population, provide health training and educational opportunities for healthcare purposes, and provide region-wide dental services for an underserved and uninsured residents.

Effective October 1, 2017, the Organization assumed the operations of Friendship House, an outpatient drug and alcohol treatment facility and program from Tri County Community Action Program.

The Organization's wholly owned subsidiary, North Country ACO (the ACO), is a non-profit 501(c)(3) charitable corporation formed in December 2011. This entity was formed as an accountable care organization (ACO) with its purpose to support the programs and activities of the ACO participants to improve the overall health of their respective populations and communities. A nominal cash balance remains and activities have ceased.

The Organization's primary programs are as follows:

Network and Workforce Activities – To provide workforce education programs and promote oral health initiatives for the Organization's dental services.

Public Health and CSAP – To conduct community substance abuse prevention activities, coordination of public health networks, and promote community emergency response plan.

Dental Services and Molar – To sustain a program offering oral health services for children and low income adults in northern New Hampshire.

Following is a summary of the significant accounting policies used in the preparation of these consolidated financial statements.

Basis of accounting

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The Organization uses the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., measurable and earned. Measurable refers to the ability to quantify in monetary terms the amount of the revenue and receivable. Expenses are recognized when they become liable for payment.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of North Country Health Consortium, Inc. and its wholly owned subsidiary, North Country ACO. All inter-company transactions and balances have been eliminated in consolidation.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Use of estimates

In preparing the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of risk

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with private, federal, and state agencies. As a result, the Organization may be vulnerable to the consequences of change in the availability of funding sources and economic policies at the agency level. The Organization generally does not require collateral to secure its receivables.

Revenue recognition

Below are the revenue recognition policies of the Organization:

Dental Patient Revenue
Dental services are recorded as revenue within the fiscal year related to the service period.

Grant and Contract Revenue
Grants and contracts are recorded as revenue in the period they are earned by satisfaction of grant or contract requirements.

Fees for Programs and Services
Fees for programs and services are recorded as revenue in the period the related services were performed.

Cash and cash equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Restricted cash - IDN

Restricted cash – IDN consists of advanced funding received from The State of New Hampshire Department of Health and Human Services for the Integrated Delivery Network program (IDN). The original advance of funds of $2,000,000 is to be used to fund the Organization's cost of administering the IDN over a period of five years, beginning in fiscal year 2017. The remaining balance is to be distributed to participants.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

For the years ending September 30, 2018 and 2017, these amounts were restricted as follows:

	2018	2017
Administration fee to the Organization	$ 1,200,000	$ 1,600,000
Distributions to participants	1,587,216	621,388
	$ 2,787,216	$ 2,221,388

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstances when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for estimated contractual adjustments for dental service of $598 and $7,776 as of September 30, 2018 and 2017, respectively, and an allowance for doubtful accounts for grants and contracts of $12,847 and $0 as of September 30, 2018 and 2017, respectively. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Certificates of deposit

The Organization has three certificates of deposit that may be withdrawn without penalty with one financial institution. These certificates carry original terms of 12 months to 24 months, have interest rates ranging from .40% to .55%, and mature at various dates through February 2020.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation. The Organization generally capitalizes property and equipment with an estimated useful life in excess of one year and installed costs over $2,500. Lesser amounts are generally expensed. Purchased property and equipment is capitalized at cost.

Property and equipment are depreciated using the straight-line method using the following ranges of estimated useful lives:

Computers and equipment	3-7 years
Dental equipment	5-7 years
Furniture and fixtures	5-7 years
Vehicles	5 years

Depreciation expense totaled $33,482 and $30,209 for the years ended September 30, 2018 and 2017, respectively.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Deferred revenue

Deferred revenue is related to advance payments on grants or advance billings relative to anticipated expenses or events in future periods. The revenue is realized when the expenses are incurred or as services are provided in the period earned.

Net assets

The Organization is required to report information regarding its financial position and activity according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Temporarily restricted net assets – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no temporarily restricted net assets at September 30, 2018 and 2017.

Permanently restricted net assets – result from contributions from donors who place restrictions on the use of donated funds mandating that the original principal remain invested in perpetuity. The Organization had no permanently restricted net assets at September 30, 2018 and 2017.

Income taxes

The Organization and the ACO are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. The Organization had no unrelated business income activity subject to taxation for the year ended September 30, 2018.

The Organization had adopted the provisions of FASB ASC 740-10. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Based on management's evaluation, management has concluded that there were no significant uncertain tax positions requiring recognition in the financial statements at September 30, 2018.

Although the Organization is not currently the subject of a tax examination by the Internal Revenue Service or the State of New Hampshire, the Organization's tax years ended September 30, 2015 through September 30, 2018 are open to examination by the taxing authorities under the applicable statue of limitations.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Functional expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Activities. Expenses are charged to programs based on direct expenses incurred and certain costs, including salaries and fringe benefits, are allocated to the programs and supporting services based upon related utilization and benefit.

Implementation of new accounting pronouncements

Management is reviewing the following Accounting Standards Updates (ASU) issued by the Financial Accounting Standards Board, which are effective for future years, for possible implementation and to determine their effect on the Organization's financial reporting.

ASU No. 2015-14, *Revenue from Contracts with Customers*. This ASU includes new revenue measurement and recognition guidance, as well as required additional disclosures. The ASU is effective for annual reporting beginning after December 15, 2018, and interim reporting periods within annual reporting beginning after December 15, 2019. The effect of this ASU has not been quantified.

ASU No. 2016-02, *Leases (Topic 842)*. This ASU requires lessees to recognize the following for all leases (with the exception of short-term leases) at the commencement date; (1) a lease liability, which is the lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (2) a right-of-use asset which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. For short-term leases (term of twelve months or less), a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes the election, it should recognize lease expense for such leases generally on a straight-line basis over the lease term. The ASU is effective for annual periods, and interim reporting periods within those annual periods, beginning after December 15, 2019. The effect of this ASU has not been quantified.

ASU No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities*. The ASU was issued to improve reporting by not-for-profit entities in the areas of net asset classifications and information provided about liquidity. This ASU is effective for fiscal years beginning after December 15, 2017, and interim periods within fiscal years beginning after December 15, 2018. This ASU will increase disclosures in the Organization's financial statements.

ASU No. 2016-18, *Statement of Cash Flows: Restricted Cash*. This ASU clarifies how to report restricted cash in the statement of cash flows. This ASU is effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. This ASU will have minimal effect on the Organization's financial statements.

Note 2. Cash Concentrations

The Organization maintains cash balances at two financial institutions. Their bank accounts at the institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per financial institution. The Organization's cash balances exceeded federally insured limits by $14,600 at September 30, 2018. The Organization has not experienced any losses with these accounts. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2018.

The Organization attempts to manage credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances ranged from .10% to .15% as of September 30, 2018.

Note 3. Operating Leases

The Organization leases office space in Littleton, NH under a three year operating lease that expires in October 2020. The Organization has the option to renew the lease for two additional years.

In October 2017, the Organization assumed the operations of Friendship House, an outpatient drug and alcohol treatment facility and program. The Organization leases the premises under a five-year operating lease that expires March 2023, with monthly rent and CAM fee payments of $19,582. The CAM fee portion is to be adjusted annually. Since the inception of the lease, the agreement has been verbally and mutually amended to allow the Organization to pay actual expenses, such as utilities, repairs, mortgage, CAM, etc., in lieu of the $19,582 monthly payment.

In addition, the Organization leases satellite offices in Berlin, NH, Tamworth, NH, Woodsville, NH, North Conway, NH, and Conway, NH under month-to-month operating lease agreements.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,	
2019	$ 160,297
2020	163,411
2021	65,431
2022	56,500
2023	28,250
Thereafter	-
	$ 473,889

Lease expense for the aforementioned leases was $132,746 and $62,100 for the years ended September 30, 2018 and 2017, respectively.

Note 4. Deferred Revenue

The summary of the components of deferred revenue as of September 30, are as follows:

	2018	2017
Deferred Revenue- IDN	$ 2,387,744	$ 2,215,782
Deferred Revenue- Other	266,676	169,483
Total	$ 2,654,420	$ 2,385,265

Deferred revenue - IDN

Under the terms of an agreement between the Centers for Medicare and Medicaid Services (CMS) and the State of New Hampshire Department of Health and Human Services, various Integrated Delivery Networks (IDN) are to be established within geographic regions across the state to develop programs to transform New Hampshire's behavioral health delivery system by strengthening community-based mental health and substance use disorder services and programs to combat the opioid crisis. The Organization has been designated to be the administrative lead of one of these IDNs.

In September 2016, the Organization was awarded a five-year demonstration project from the CMS, passed through the State of New Hampshire Department of Health and Human Services. At that date, the Organization was advanced $2,413,256 upon fulfillment of the condition of successful submission and state approval of an IDN Project Plan. Of that amount, $2,000,000 will be retained by the Organization as administrative fees for five years and the remaining funds will be disbursed to participants. For years two through five, the IDNs will continue to earn performance-based incentive funding by achieving defined targets and any funds received will be passed through to the participants.

Note 5. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2018 and 2017.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be board members of North Country Health Consortium, Inc. and Subsidiary. Amounts paid to these organizations were $898,736 and $348,668 for the years ended September 30, 2018 and 2017, respectively. Outstanding amounts due to these organizations as of September 30, 2018 and 2017 amounted to $33,214 and $37,950, respectively. Outstanding amounts due from these organizations as of September 30, 2018 and 2017 amounted to $5,210 and $0, respectively.

Note 6. Retirement Plan

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are $50 for each part-time employee and $100 for each full-time employee. Employer contributions for the years ended September 30, 2018 and 2017 were $61,990 and $26,291, respectively.

Note 7. Commitment and Contingencies

The Organization receives a significant portion of its support from various funding sources. Expenditure of these funds requires compliance with terms and conditions specified in the related contracts and agreements. These expenditures are subject to audit by the contracting agencies. Any disallowed expenditures would become a liability of the Organization requiring repayment to the funding sources. Liabilities resulting from these audits, if any, will be recorded in the period in which the liability is ascertained. Management estimates that any potential liability related to such audits will be immaterial.

Note 8. Federal Reports

Additional reports, required by *Government Auditing Standards* and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, including the Schedule of Expenditures of Federal Awards, are included in the supplements to this report.

Note 9. Reclassifications

Certain reclassifications have been made to the financial statements for the year ended September 30, 2017 to conform with the current year presentation.

Note 10. Subsequent Events

Subsequent to year end, the Organization entered into a line of credit agreement with a local bank. The Organization has $500,000 of available borrowing capacity under this line of credit. The line of credit bears interest at the Wall Street Journal Prime Rate plus .50% and is secured by all assets of the Organization. The line of credit is due on demand and matures February 2020.

The Organization has evaluated subsequent events through March 26, 2019, the date the financial statements were available to be issued.

A.M. PEISCH & COMPANY, LLP

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NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

ADDITIONAL REQUIRED REPORTS

SEPTEMBER 30, 2018

AMP

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NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2018

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Grant No.	Pass-through Grantor's Subgrant No.	Federal Expenditures
U.S Department of Health and Human Services				
Direct Programs:				
Rural Health Care Services Outreach Program (Oral Health)	93.912	D04RH28387		$ 106,595
Network Development	93.912	D06RH28031		254,067
Rural Health Care Services Outreach Program (Opioid)	93.912	D04RH31641		5,813
				366,475
Health Careers Opportunity	93.329	G06HP27887		102,222
Drug-Free Communities (SAMHSA)	93.276	1H79SP021539-01		151,252
Total direct programs:				619,949
Passed through the State of New Hampshire:				
Public Health Emergency Preparedness	93.074		U90TP000535	66,566
Disaster Behavioral Health Response Teams	93.074		U90TP000535	62,542
				129,108
SAP - 2 Schools	93.243		SP020796	77,695
SAP - WMCC	93.243		SP020796	119,728
Young Adult Strategies	93.243		SP020796	96,490
Young Adult Leadership	93.243		SP020796	19,547
				313,460
School-Based Immunization	93.268		H23IP0007757	8,689
Continuum of Care	93.959		TI010035-14	23,666
Student Assistance Program Federal Block Grant	93.959		158557-B001	856
SAP - 5 Schools	93.959		TI010035-16	68,584
Substance Use Disorder (Friendship House)	93.959		TI010035-14	210,900
Substance Misuse Prevention	93.959		TI010035-14	69,687
				373,693
Community Health Workers	93.757		NU58DP004821	12,867
Community Health Workers (Chronic Disease)	93.757		NU58DP004821	29,992
Community Health Workers (Heart Disease)	93.757		NU58DP004821	49,985
				92,844
Community Health Workers (Cancer)	93.898		NU58DP003930	24,942
Public Health Advisory Council	93.758		B010T00937	42,025
Total passed through the State of New Hampshire:				984,761
Passed through the University of Dartmouth Area Health Education Center:				
Area Health Education Centers	93.107		U77HP03627-09-01	76,099
Passed through the University of New Hampshire:				
Practice Transformation Network	93.638		Agreement #16-039	517,138
Total Expenditures of Federal Awards				$ 2,197,947

See accompanying notes to schedule of expenditures of federal awards.

NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards
for the Year Ended September 30, 2018

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2018. The information in this Schedule is presented in accordance with the 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). 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.

Note 2. Summary of Significant Accounting Policies

(1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance whereby certain types of expenditures are not allowable or are limited as to reimbursement.

(2) Pass-through entity identifying numbers are presented where available.

(3) The Organization did not elect to use the 10% de minimus indirect cost rate allowed under the Uniform Guidance.

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CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

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*

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of September 30, 2018, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated March 26, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary'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 may exist that have not been identified.

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1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road, Suite 402
West Lebanon, NH 03784
(603) 306-0100

Compliance and Other Matters

As part of obtaining reasonable assurance about whether North Country Health Consortium, Inc. and Subsidiary's consolidated 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 determination of financial statement amounts. 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.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A.M. Peisch & Company, LLP

A.M. PEISCH & COMPANY, LLP
SINCE 1920

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of North Country Health Consortium, Inc. and Subsidiary's major federal programs for the year ended September 30, 2018. North Country Health Consortium, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statues, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of North Country Health Consortium, Inc. and Subsidiary's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; 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). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about North Country Health Consortium, Inc. and Subsidiary's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of North Country Health Consortium, Inc. and Subsidiary's compliance.

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1020 Memorial Drive, St. Johnsbury, VT 05819, (802) 748-5654
24 Airport Road, Suite 402, West Lebanon, NH 03784, (603) 306-0100

Opinion on Each Major Federal Program

In our opinion, North Country Health Consortium, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2018.

Report on Internal Control Over Compliance

Management of North Country Health Consortium, Inc. and Subsidiary is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's 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 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.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A.M. Peisch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY

Schedule of Findings and Questioned Costs
Year Ended September 30, 2018

A. SUMMARY OF AUDITOR'S RESULTS

1. The independent auditor's report expresses an unmodified opinion on whether the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary were prepared in accordance with GAAP.

2. No material weakness or significant deficiencies relating to the audit of the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Governmental Auditing Standards*.

3. No instances of noncompliance material to the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No material weakness or significant deficiencies relating to internal control over compliance for major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.

5. The auditor's report on compliance for the major federal award programs for North Country Health Consortium, Inc. and Subsidiary expresses an unmodified opinion on the major federal program.

6. There were no audit findings that are required to be reported in this schedule in accordance with 2 CFR Section 200.516(a).

7. The program tested as a major program was U.S. Department of Health and Human Services – ACA – Transforming Clinical Practice Initiative: Practice Transformation Networks (CFDA Number 93.638).

8. The threshold for distinguishing Types A and B programs was $750,000.

9. North Country Health Consortium, Inc. and Subsidiary was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

There were no reported findings related to the audit of the consolidated financial statements for the year ended September 30, 2018.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

There were no reported findings related to the audit of the federal program for the year ended September 30, 2018.

NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY

Summary Schedule of Prior Audit Findings
Year Ended September 30, 2018

2017 and 2016 FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL AWARD PROGRAMS

2017 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2017.

2016 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2016.

North Country
HEALTH CONSORTIUM

2018 - 2019 Board of Directors

OFFICERS

Ed Shanshala, President (0) (2019) **Ammonoosuc Community Health Services** Chief Executive Officer 25 Mount Eustis Road Littleton, NH 03561 Phone: 603-444-2464 x 128 Email: ed.shanshala@achs-inc.org AA:	***Mike Counter, Treasurer (2020)*** **North Country Home Health & Hospice Agency** Executive Director 536 Cottage Street Littleton, NH 03561 Phone: 603-444-5317 Email: mcounter@nchhha.org AA:
Rev. Curtis Metzger, Vice President (2019) **All Saints' Episcopal Church** 35 School Street Littleton, NH 03561 Phone: 603-209-0755 Email: curtismmetzger@yahoo.com	***Nancy Bishop, Secretary (0) (2019)*** **Grafton County Human Services** Human Services Administrator 3855 Dartmouth College Highway, Box 2 North Haverhill, NH 03774 Phone: 603-787-2033 Email: nbishop@co.grafton.nh.us

DIRECTORS

Sharon Beaty, Director (2018) **Mid-State Health Center** Chief Executive Officer 101 Boulder Point Drive, Suite 1 Plymouth, NH 03264 Phone: 603-536-4000 Email: sbeaty@midstatehealth.org	***Rev. Curtis Metzger (2019)*** **All Saints' Episcopal Church** 35 School Street Littleton, NH 03561 Phone: 603-209-0755 Email: curtismmetzger@yahoo.com
Mike Counter, Director (2018) **North Country Home Health & Hospice Agency** Executive Director 536 Cottage Street Littleton, NH 03561 Phone: 603-444-5317 Email: mcounter@nchhha.org	***Robert Nutter, Director (2018)*** **Littleton Regional Healthcare** President 600 St. Johnsbury Road Littleton, NH 03561 Phone: 603-444-9501 x.9501 Email: rnutter@lrhcares.org
Kristina Fjeld-Sparks, Secretary (0) (2020) **NH AHEC/Geisel School of Medicine** NH AHEC Director 37 Dewey Field Road Hanover, NH 03755 Phone: 603-653-3207	***Michael Peterson, Director (2018)*** **Androscoggin Valley Hospital** President 59 Page Hill Road Berlin, NH 03570 Phone: 603-326-5602

North Country
HEALTH CONSORTIUM

2018 - 2019 Board of Directors

Email: kristina.e.fjeld-sparks@dartmouth.edu	Email: michael.peterson@avhnh.org
Suzanne Gaetjens-Oleson, Director (2018) **Northern Human Services** Regional Mental Health Administrator Administrative Offices 87 Washington Street Conway, NH 03818 Phone: 603-447-8137 Email: sgaetjens@northernhs.org	***Jeanne Robillard, COO (2019)*** **Tri-County Community Action Program** Chief Operating Officer 30 Exchange St. Berlin, NH 03570 Phone: 603-752-7001 Email: jrobillard@tccap.org
Ken Gordon, Director (2018) **Coos County Family Health Services** Chief Executive Officer 54 Willow Street Berlin, NH 03570 Phone: 603-752-3669 x 4018 Email: kgordon@ccfhs.org	***Fran Cusson, Interim Director (2018)*** **Androscoggin Valley Home Care** Interim Executive Director 795 Main Street Berlin, NH 03570 Phone: 603-752-7505 x 817 Email: fcusson@avhomecare.org
Michael Lee, Director (2018) **Weeks Medical Center** President 173 Middle Street Lancaster, NH 03584 Phone: 603-788-5030 Email: michael.lee@weeksmedical.org	***Karen Woods, Director (2018)*** **Cottage Hospital** Administrative Director 90 Swiftwater Road PO Box 2001 Woodsville, NH 03785 Phone: 603-747-9109 Email: kwoods@cottagehospital.org
Kevin Kelley, Director (2018) **Indian Stream Health Center** Chief Executive Officer 141 Corliss Lane Colebrook, NH 03576 Phone: 603-388-2416 Email: kkelley@indianstream.org	***Scott Colby, Treasurer (O) (2020)*** **Upper Connecticut Valley Hospital** President 181 Corliss Road Colebrook, NH 03576 Phone: 603-388-4299 Email: scolby@ucvh.org

Amy Jeroy

Education

1993 **Tulane University.** School of Public Health and Tropical Medicine
New Orleans, Louisiana
Master of Health Administration

1990 **Tulane University.**
New Orleans, Louisiana
Bachelor of Science: Anthropology Minor: Biology

Professional Experience

10/09– PRESENT **Director of Programs**, North Country Health Consortium, Littleton, NH

Oversee and support collaborative work with public and private sector partners to develop and implement public health interventions aimed at fulfilling the 10 essential services of public health in Northern New Hampshire (Coos County and Northern Grafton County). Program areas include: Public Health Emergency Preparedness, Health Improvement Initiative, School Based Immunization Clinics, Continuum of Care Facilitation and North Country Prevention Network (Youth Leadership Through Adventure program, Project Success: Student Assistance Professionals, Coalition building and support, Education/Information Dissemination, Screening, Brief intervention, Referral to Treatment (SBIRT) grant and Support of regional educational opportunities.

Responsibilities include:

- Utilizing community health data;
- Researching and implementing strategies for population-based health promotion and disease prevention;
- Developing and implementing plans to evaluate program activities;
- Coordinating communications activities;
- Providing technical assistance to local citizen groups;
- Supervising program staff;
- Liaising with academic, state, federal, and private departments and agencies involved with public health and prevention work;
- Managing program budgets

11/08 - 10/09 **Workforce Education and Development Program Manager**, Northern New Hampshire Area Health Education Center (AHEC), a program of the North Country Health Consortium, Littleton, NH

Responsibilities include:

- Developing, planning, and coordinating continuing education programs for health and human service providers in northern New Hampshire communities
- Working with the central New Hampshire AHEC to promote health care careers and health professional continuing education
- Managing funding sources and budgets for education programs and projects
- Community health promotion and training activities through the various programs of the North Country Health Consortium.

Volunteer Work

1/12- Present **Board Member**, New Hampshire Public Health Association
9/03 - 9/06 **President**, Littleton Regional Hospital Auxiliary

Career Summary

I am committed to a strength-based, asset-building approach to enhancing individual and community health. I value collaboration in problem solving, and in the delivery of services to people and groups. I believe in the power of community to promote social, spiritual, and physical well-being. My passions: Health, Wellness and Nutrition. I am a raw vegan and a certified Health Coach. In September 2016, I will also be a certified PyroPilates instructor. I am passionate about teaching people healthy ways of living and teaching people how to prepare foods and thrive on a plant based whole foods diet. Lifestyle coaching and guidance is my next step in life. I want to make a difference in the world and help people one day at a time, one meal at a time, or whatever other schedule is needed to inspire and drive people to make healthy changes to improve their way of life.

Skills

WORKING WITH COMMUNITIES AND ORGANIZATIONS

- Conducting community assessments.
- Organizing community events and workshops.
- Presenting to community groups and to the public.
- Facilitating community forums.
- Strategic planning facilitation.
- Member, Board of Directors.

WORKING WITH GROUPS

- Facilitating problem-solving processes with groups.
- Planning and leading trainings for volunteer staff.
- Leading support groups, workshops, and personal-growth activity groups.

ADMINISTRATION

- Managing staff and subcontractors.
- Managing budgets
- Project management.
- Grant writing and reporting.
- Chairing and staffing committees.
- Leading task groups.
- Designing and conducting training for volunteer staff.
- Research reporting.
- Writing for news releases and public relations.
- Developing direct service and prevention programs.

PERSONAL INTERESTS

- Bikram Yoga, Hiking, backpacking, cycling and skiing
- As of September 2016: Teaching PyroPilates
- Making jewelry and natural body products

References Available Upon Request

NANCY FRANK, MPH

PROFESSIONAL EXPERIENCE

North Country Health Consortium
Littleton, New Hampshire
January 2017 – present

Chief Executive Officer

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

August 2011 – January 2017

Executive Director

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

December 2009- July 2011

Development Director/Workforce Development

- Responsible for researching and writing grant applications, developing work plans, identifying funding opportunities
- Serves as North Country Health Consortium Evaluator
- Provides consultation to member organizations and assists in community needs assessment, evaluation, and resource development
- Serves as project director on workforce development initiatives
- Provides supervision to the Workforce Development Program
- Member of NCHC Management Team

Vermont Department of Health
St. Johnsbury, Vermont
November 2006-June 2008

Public Health Supervisor

- Responsible for administration of local public health programs, including school health, immunizations, healthy babies, ladies first (breast and cervical cancer screening), and environmental health
- Participated in local emergency preparedness planning
- Collaborated with community partners to develop community health education prevention programs
- Participated in local community health assessment and identification of public health priorities
- Facilitated local Maternal/Child Health coalition
- Supervision of professional/para-professional staff

Northeastern Vermont Area Health Education Center
St. Johnsbury, Vermont
December 1999-October 2006

Community Resource Coordinator
Program Coordinator, National Community Center of Excellence in Women's Health

- Responsible for coordination of community health education programs in a six county region in Northeastern Vermont
- Collaborated with five regional hospitals to increase access to health information and education programs
- Worked with community partners to plan and implement community health and wellness programs
- Developed community health status reports
- Responsible for grant writing, including successful award for five year federal grant to establish National Community Center of Excellence in Women's Health (CCOE) in Vermont's Northeast Kingdom
- Responsible for all aspects of development, implementation, management, and evaluation of a rural CCOE model
- Responsible for submission of all federal reports and documentation of CCOE program highlights
- Attended and presented at national meetings

Northeastern Vermont Area Health Education Center
St Johnsbury, Vermont
July 1999 – October 1999

Consultant, Community Diabetes Project

- Established partnerships with primary care provider practices to plan and implement diabetes education program
- Developed educational packets for providers and patients with an emphasis on chronic disease management

Vermont Department of Health
Burlington, Vermont
June 1992 – December 1998

Public Health Specialist (February 1998 - December 1998)
Primary Care Coordinator

- Wrote, managed, and administered Federal Grant establishing Vermont's Primary Care Cooperative Agreement
- Assessed access to primary care services for all Vermonters, particularly underserved populations
- Assisted communities, providers, and special populations in development of strategies to increase access to care
- Participated in policy development related to primary care delivery systems
- Responsible for Vermont's applications for Federal Health Professional Shortage Area designations
- Facilitated and coordinated meetings of Primary Care Cooperative Agreement Steering Committee

Maternal and Child Health Planning Specialist (October 1993 - February 1998)
Project Coordinator, State Systems Development Initiative

- Facilitated community health needs assessment process in various communities throughout the state by providing technical assistance for development and data analysis
- Managed community grants focused on integrated health care systems development for children and families.
- Responsible for development of community assessment and evaluation tools.

- Responsible for federal grant and report writing
- Member of statewide advisory boards, including the Primary Care Cooperative Agreement, the Robert Wood Johnson Making the Grade Project, and the Indicator and Outcomes Committee of the State Team for Children and Families

Maternal and Child Health Planning Specialist (June 1992 - September 1993)

- Responsible for statewide planning for maternal and child health programs and policies.
- Evaluated Department of Health programs and make recommendations for programmatic changes
- Responsible for coordinating Vermont's Maternal and Child Health Title V grant proposal and annual report
- Coordinator for statewide systems development project focused on the primary health care needs of children and adolescents in Vermont.
- Vermont Genetics Coordinator - manage contracts and grants with the Vermont Regional Genetics Center
- Responsible for grant and report writing
- Member of Vermont's Child Fatality Review Committee

University of Illinois at Chicago, School of Public Health
Prevention Research Center, Chicago, IL
January 1990 – May 1991

Project Director, Youth AIDS Prevention Project

- Responsible for directing all aspects of a multiple risk reduction HIV prevention education/research project
- Developed comprehensive risk reduction curriculum for 7th and 8th grade students
- Developed research questionnaires for students, parents, and school administrators
- Responsible for writing annual National Institutes of Mental Health progress and evaluation reports
- Participated in budget management of project
- Supervised staff of three health educators and two research assistants

Cook County Department of Public Health
Maywood, Illinois
September 1987 – January 1990

AIDS Education Coordinator (July 1988 - January 1990)

- Responsible for administration, planning and implementation for all HIV/AIDS community and school-based education programs
- Managed subcontracts with community based organizations
- Responsible for writing quarterly progress/evaluation reports submitted to the Illinois Department of Public Health
- Supervised staff of four health educators

Community Health Educator (September 1987 - July 1988)

- Organized and conducted conferences, workshops, training, and classes for students, teachers, and community groups on a variety of public health issues, emphasis on HIV/AIDS and sexuality education

Case Western Reserve University
Cleveland, Ohio
November 1982 – May 1985

Research Assistant, Department of Nutrition

- Primary research assistant for the laboratory analysis component of a project to study the vitamin D levels of bottle-fed versus breast-fed infants

Research Assistant, Department of Medicine

- Prepared statistical and technical data for publications
- Managed research grants

PROFESSIONAL AFFILIATIONS/BOARDS

- Grafton County Mental Health Court, Advisory Council
- New England Rural Health Round Table, Board Member
- New Hampshire Oral Health Coalition, Steering Committee
- New Hampshire Governor's Primary Care Workforce Commission
- National Cooperative of Health Networks
- American Public Health Association

EDUCATION

May 1987 Master of Public Health, Community Health Sciences, Maternal & Child Health
University of Illinois at Chicago, School of Public Health

June 1981 Bachelor of Science, Consumer Science
University of Wisconsin - Madison

Colleen Gingue

Self-Starter Team Player Task Oriented Cheerful

Highlights of Qualifications

- Proficient in Microsoft Suite (Access, Excel, Power Point, Word) and Microsoft Outlook (Email, Calendar, Reminder, Notes), QuickBooks Pro, Customer Relationship Management (CRM), SharePoint, ADP, ReportSmith, Red Beam

Experience

Finance Director *North Country Health Consortium* *2012-Present*

- Prepare monthly financial management reporting packages and analyses
  - Present financial statements to Finance Committee and Board
- Direct preparation of monthly, quarterly, and annual budget reports with recommendations for areas of improvements
- Direct administration of financial management systems, strategies, fiscal policy and procedures
- Oversee and participate in annual external audit
  - Review auditor reports and financial statements, and provide recommendation as needed
- Supervise annual insurance renewals and review coverage requirements
- Supervise Administrative Assistant

Multi-Client Bookkeeper Service *Abacus Bookkeeping* *2012*

- Assist Montpelier tax preparer and bookkeeper service with QuickBooks and Intuit ProSeries tax preparation software
  - Concentration in reconciliations, Excel spreadsheets, and analysis

Accounting Manager *microDATA 911, Inc.* *2002-2011*

- Supervise and Participate in Management of Accounting Department
  - Reconcile A/R, A/P, Payroll, Accrual and Prepaid Accounts, Fixed Assets
- Perform Daily Cash Management and Monthly/Annual Projections
- Prepare Financial Reports for Internal and External Distribution
- Team with external CPA for Annual Review and Tax Return Preparation
- Supervise and Participate in Year-End Closing Duties
  - Payroll Multi-State Reporting Requirements
  - Closing Journal Entries and Financial Statement Preparation
  - New year Prepaid, Accrual and Depreciation Journal Entries
  - Interview, Manage Benefits, Provide Employee Reviews & Coaching

Office Manager/Accountant *Gingue Electric Corporation* *1989-2007 (closed)*

- Orchestrate Multitude of Tasks for Successful Business Operation
  - Manage Payroll and Employee Benefit Duties
  - Track Apprenticeship Program Requirements
  - Manage Full-Charge Bookkeeper Duties: A/P, A/R, Financial Reporting
  - Create and Maintain Inventory and Billing Database

Experience (continued)

Accountant *Deerfield Village Furniture* *1999-2002(office closed)*

- Perform A/R, A/P, Payroll, General Ledger, and Financial Reporting Duties

Various Positions with Northern Community Management Corporation *1993-1998*
Property Manager - Administrative Manager - Accounting Manager

Education

- Summa Cum Laude Graduate with Bachelor of Arts Degree in Business Management, Johnson State College
- Cum Laude Graduate with Associate in Science Degree in Accounting, Champlain College

Elaine M Belanger, LPN, BA

Education

College for Lifelong Learning of the University System of New Hampshire (Granite State College), Berlin, NH-- Bachelor of Arts - English, 2002
New Hampshire Community Technical College, (White Mountains Community College) Berlin, NH Diploma - Licensed Practical Nurse, 1977

Employment

2002-Present **North Country Health Consortium**
262 Cottage St, Suite 230, Littleton, NH 03561

2016 to Present Building Community Health Worker Capacity

- Review and Update Curriculum as needed using approved materials
- Part of the CHW Instructor Team for scheduled CHW trainings on line and in person
- Compile local, regional and statewide CHW resources
- Provide CHW support for NCHC CHW, and those who have graduated from the program
- Compile list of Continuing Education Topics for CHWs and plan presentations

2007-Present Community and Public Health Coordinator

- June 6, 2016 Certified as a Naloxone Administration Trainer by State of NH
- Provide community Naloxone Administration Training at community events, meetings, and at non-profit organization sites and businesses
- Direct, plan and implement public health activities with the towns and agencies in Coös and Northern Grafton Counties.
- Provide staffing support to the North Country Public Health Region
- Medical Reserve Corps Coordinator
- Develop community relations
- Identify community health needs
- Assess health status indicators and coordination of program activities.
- Liaise with federal and state departments and agencies, academic and research personnel and other public health network sites and agencies.
- HSEEP Evaluator
- Organize School Based Influenza Vaccination Clinics in North Country Schools collaborating with school nurses, Medical Reserve Corps and Public Health Region volunteers; administer vaccine at clinics

2013 to Present Certified Marketplace Navigator and Marketplace Assister

- Certified to help consumers through the process of applying for health insurance through Healthcare.gov
- Organize and conduct outreach and educational community events throughout the North Country Public Health Region
-

2012-2013 Healthy Homes Strategic Planning Initiative and Childhood Lead Poisoning and Prevention Program

- Worked closely with State of NH Public Health Nurse
- Followed up with families of children who were diagnosed with blood lead levels above limit with Lead Poisoning Prevention Education
- Developed North Country Healthy Homes Strategic Plan
- Arranged for educational opportunities for community members, health and human service providers, painters, home construction and rehabilitation workers

10/ 2009-12/11 Immunization Program Coordinator/Public Health Coordinator

- Support New Hampshire Immunization Program Initiatives
- Convene and facilitate meetings with regional stakeholders
- Conduct needs assessment to identify gaps in immunization services
- Coordinate and provide education and training to immunization providers, regional preparedness staff, healthcare providers, and the public in general
- Mobilize and coordinate with community partners to implement school based, community and workplace immunization clinics
- Link with local and regional emergency preparedness staff and participate in emergency mass-vaccination planning and dispensing

2002 -2007 Community Care Coordinator/Enrollment Coordinator for North Country Cares

- Interviewed clients for financial eligibility for sliding fee/New Hampshire Health Access Program/care coordination
- Client teaching coordinated with Primary Care Providers' office
- Contributed to process of developing care coordination policies
- Maintained clients' confidentiality was well as clients' records on paper and in electronic care coordination/screening program
- Worked with local agencies in meeting clients' needs as well as encouraging patient self-advocacy.

2005-2007 Program Coordinator for Rural Women's Health Coordinating Center

- Participated in the process of creating a Women's Registration Form, for use at North Country Cares sites
- Assisted the Program Director to coordinate the integration of women's health information to appropriate existing NCHC programs
- Assisted the Program Director in contacting area agencies and committees involved in care giving and set meeting dates in order to speak about RWHCC and to gather information on resources and needs

1986 - 2002 Mountain **Health Services, 2 Broadway, Gorham, NH, 03581; Office Nurse**

- Team member in family practice medical office
- Daily interaction with children, adolescents, and adults
- Referrals arranged for patients to medical specialists and social service agencies

Member of:

- Androscoggin Valley Community Partners
- St Kieran's Community Center for the Arts—Board Member 2004-2007;2012 to Present
- Androscoggin Valley Hospital Diabetes Advisory Board, 2005-2014

- Berlin Health Department Advisory Board, 2009 to 2014

Additional Language—French

Continuing Education

2016 Certified as Naloxone Administration Trainer by state of NH
Public Health Nurse Ready Certificate of Completion, University of Albany & Empire State Public Health Training Center, January 29, 2013
Community Health Workers Leadership Training, Women's Health Leadership Institute, Region I, Lebanon, NH, August 2012
National Alliance on Mental Illness, Connect, Training Professionals and Communities in Suicide and Response, June 2010;
Cultural Effectiveness in the North Country, January 2008
Health Literacy Institute Health Literacy and Plain Language: Creating Clear Health Communication, October 2007

Stephanie A. Gould
LCMHC, M.Ed

August 2018- Present Genesis Behavioral Health (LRMHC) New Hampshire
Hospital Liaison
• Conducts aftercare and discharge planning for individuals (both Adult Services and Child and Family Services) discharging form inpatient psychiatric facilities to LRMHC catchment area per state regulations and required time frames.
• Provides clinical consultation, case review, and coordination of care with attending medical staff, treatment team, discharging hospitals, and family supports..
• Tracks and facilitates transfer an assumption of probate documentation for patients on conditional discharge from state hospital.

Sep 2015- April 2018 Granite State College (USNH) New Hampshire
Academic Advisor
• Advises student through all stages of the student lifecycle on admissions, enrollment, academic program policies, and degree completion planning.
• Applies Appreciative Advising theory to coach students in identifying their strengths, academic and career interests, and guides students in achieving their set goals.
• Monitors the academic progress and enrollment of all students assigned in caseload and preforms retention tasks according to advising outreach calendar.
• Participates in inter-department training(s) to continuously gain more in-depth curriculum knowledge, increase advisor and faculty collaboration, and provide continued exposure to career-specific requirements and trends.
• Provides information on transfer-ability of college-level learning and prior learning opportunities and process.
• Provides face-to-face, telephone, and web-based support to assist students with applying to the college, registering for classes, setting up accounts, and accessing student support services.
• Provides initial stage of career guidance, directing students to Career Services for more in-depth counseling and support.
• Provides initial guidance on disability services options, directing them to Disability Services for assistance with accommodation plans.
• Provides students with information on Student Counseling Services for non-academic hardships support.
• Responsible providing "gold standard" customer service.
• Responsible for the function of coordinating and supervising of our work study.
• Assist in the general needs of the campus and be responsive and welcoming to all customers that enter
• Daily usage of college wide technology platforms to access student data: email client (Outlook), system of record database (BANNER), degree evaluation software (GPS), and reporting platforms (APEX/WebI).
• Mentor and cross train with other advisors to share best practices and promote consistency to improve the overall student experience.
• Attend special events to represent advising and participate on institutional committees as needed.

Nov 2012- Aug 2015 MHN Government Services New Hampshire
Military and Family Life Consultant (MFLC)
•Provide JFSAP Military and Family Life Consultant services in the form of face to face non-medical, solution focused counseling to service members and their families throughout the state of New Hampshire.
•Provide psycho-educational presentations and briefings for military (as requested by command) and for service members/families throughout the deployment cycle at Yellow Ribbon Events.
•Conduct efforts to establish partnerships and inform civilian, community based service on military culture, referral sources, and common issues that military families face.
•Utilize clinical skills to screen for and make appropriate referrals for individuals that demonstrate a clinical need.
For full role see www.mhngs.com/app/programsandservices/mflc_program.content

Jan. 2011-Nov. 2012 S. Gould Counseling Services Plymouth, NH
•Contract with MHNGS (40 hours per week) to provide New Hampshire JFSAP Military and Family Life Consultant services to all branches of New Hampshire based eligible service members (and their families).
See MFLC role as highlighted above.

August 2010- Nov 2012 Northern Human Services Conway, NH
Clinical Director
• Manage, develop, and maintain contracts with community organizations.
• Provide clinical supervision to 8 clinicians, implement agency policy, provide Emergency Services.
• Integrate and manage best clinical practices across multiple teams/disciplines.
• Provide support and training for technical and clinical skill development to support documentation.
• Collaborate with Management Team to improve fiscal outcomes and resilience.
• Track, analyze, and address productivity issues.
• Serve on technology related committees and workgroups dedicated to the implementation of an electronic medical record.

March 2009-Jan. 2010 The Davenport School Jefferson, NH
Clinical Coordinator
•Provide individual and group counseling to court adjudicated youth in intensive residential treatment program for adolescent girls.
•Work with Department of Juvenile Justice, The Division for Children, Youth and Families, legal representatives and court representatives to provide, determine, and implement clinical services to youth and families.
•Provide education and clinical supervision to direct care staff and family workers.
•Research and develop assessment and reporting systems that measure consumer needs and treatment results while satisfying best treatment practices and payer/funding source reporting requirements.

August 2008-March 2009 LifeShare Management, Inc. Manchester , NH
Regional Director, North
•Responsible for all facets of program implementation and development, including the hiring and supervision of staff, budget, obtaining referrals and tracking program efficacy.
•Be aware of and implement state and federal regulatory guidelines to include Medicaid billing practices and service quality/best practices.
•Provide clinical supervision and some direct care, including emergency services.
•Meet monthly documentation deadlines and maintain clinical records in accordance with HIPPA standards.

April 2001- July 2008 Genesis Behavioral Health Plymouth, NH
Clinical Coordinator, Plymouth
•Provide clinical and administrative supervision to up to 10 clinicians and employees.
•Track caseloads, documentation and staff productivity.
•Work with the Director to allocate resources to maximize revenue generation.
•Work with Quality Assurance to interpret and implement practices that conform to Federal and State regulations pertaining to community mental health service delivery.
•Conduct regular audits of clinical documentation.
•Work under significant pressure: evaluate and develop dispositions for psychiatric emergencies.
•Work with the interdisciplinary team to develop, monitor, and implement psychotherapeutic and psychopharmacological intervention

Dec. 2003- Jan. 2007 North Woods Counseling, L.L.C. Campton, NH
Partner/ Clinician
•Manage and organize all office activities relevant to supporting and running a private clinical mental health practice including accounts receivable, account tracking, budget development and management, and technology needs.
•Develop and maintain community relationships to develop healthy referral base as well as produce print marketing media.

Dec. 2002- Nov. 2003 Riverbend Community Mental Health, Inc. Franklin, NH
Child and Family Therapist
•Provide clinical assessment, psychotherapy, and case management services to children (and their families) experiencing symptoms of mental illness.
•Work effectively in an interdisciplinary team approach.

Sept. 2001- Nov. 2002 Plymouth State University Plymouth, NH
Director of Women's Services and Gender Resources
•Structure, maintain and account for department budget.
•Redesign mission and priorities for direct services and education.
•Secured $20,000 budget increase for Center in year 2002 and obtained reclassification of position to "Director" status.
•Supervise and provide guidance to staff.
•Organize, conduct and arrange for media coverage and conduct community outreach to support delivery of educational messages.

•Design and implement multi-faceted educational and informational campaigns, including production of revised web site and print material.
•Plan and execute fundraising events/campaigns

EDUCATION

Bachelor of Arts in General Studies, Concentration in Advertising
Texas Tech University Lubbock, TX May 1994

Master of Education: Mental Health Counseling
Plymouth State University Plymouth, NH May 2001

CERTIFICATIONS/LICENSURES

Licensed Mental Health Counselor, State of NH #541

RELATED EXPERIENCE

-Trained and served as a provider for the NH Attorney General's Victim Assistance Provider Network
-Trained volunteer for NH DBHRT (Disaster Behavioral Health Response Team)

Gregory Williams

EXPERIENCE:

North Country Health Consortium | Littleton, New Hampshire | March 2017 - Present
North Country Regional Prevention Network Coordinator

- Coordinates strategies designed to reduce substance misuse in the North Country of New Hampshire
- Works closely with NCHC Senior Program Manager to ensure effective allocation of resources and maximize strategy effectiveness.

North Country Charter Academy | Lancaster , New Hampshire | August 2014 - March 2017
High School Teacher

- Help reduce the dropout rate by working with at risk and disadvantaged youth that can not successfully navigate through a traditional high school. Individualize and personalize each student's online high school experience to promote success.

Kaze Martial Arts | Lancaster , New Hampshire | October 2005 - Present
Martial Arts Instructor

- Owner and operator of one of the most successful martial arts schools in the North Country. Giving youth and adults a healthy alternative to substance abuse by mentoring and believing in them. I have interacted with hundreds of individuals in the past 11 years at Kaze Dojo.

Jerry Jam | Bath , New Hampshire | July 2013 - Present
Head of Security

- Keep the peace and help keep safe, the 5 thousand attendees of the Jerry Jam music festival. Hire a staff of 10 peacekeepers to report any problems to the local authorities. Be the liaison between the organizers and the police in Bath and neighboring towns. Because of my reputation and work with law enforcement, I was asked to make sure that both organizers and local municipalities work together to hold a successful event. So far, the past 3 years have been very successful!

Schillings | Littleton , New Hampshire | October 2013 - Present
Event Security Agent

- Make sure patrons are in compliance with NH State liquor laws. Hired to work larger events such as Oktoberfest and New Years.

EDUCATION:

State University of New York at Stony Brook | Stony Brook, New York | August 2015
Bachelor's Degree-Studio Art.

SKILLS:

- Black Belt in 6 different Martial Arts.
- Working artist, currently doing shows in the North Country.

LANGUAGES:

Spanish

REFERENCES: *References are available upon request.*

Annette L. Cole, RDH, CPHDH

Professional Profile

Certified Public Health Registered Dental Hygienist with experience in general practice and public health dental care. Background includes public health school-based dental program, mobile dental services in nursing home settings, and private practice dental hygiene experience.

Experience

Registered Dental Hygienist, Certified Public Health Dental Hygienist
September 2012 to present
North Country Health Consortium/The Molar Express

Responsibilities include:

- Providing comprehensive and preventive dental services in school-based settings, nursing homes and community dental clinics.
- Maintaining current knowledge of federal, state and institutional regulations to meet provisions of outpatient dental services in public health settings.
- Placement of temporary restorations.
- Placement of glass ionomer and resin-based sealants.
- Maintenance of electronic patient records, clinical inventory control, and schedule coordination.
- Individualized patient education plans and treatment planning.
- Care coordination of patient referrals for specialized dental services.
- Development and presentation of oral health education workshop modules in outreach, community and school-based settings, including health careers camps with dental simulator training.
- Equipment maintenance and repair of portable dental equipment.
- Survey screener for the 2014 Oral Health Survey of New Hampshire Older Adults.

Registered Dental Hygienist
2010-2012 Tri-County Head Start, Berlin, NH

Responsibilities included:

- Facilitating oral hygiene educational workshops for Coos, Carroll, and Grafton County Head Start staff, students and families; providing direct preventive services to Head Start students.
- Promotion of the Head Start Dental Home Initiative by coordinating with local dentists, Head Start staff and families to find dental homes for Head Start students in need of comprehensive oral healthcare services.
- Development and presentation of educational seminars for dental practices on the topic of integrating infant and toddler dental examinations into their practices.

Registered Dental Hygienist Volunteer

2012 Senior Center Oral Health Survey in Coos County

Registered Dental Hygienist
2008-2009 NH Department of Health and Human Services, Concord, NH

Responsibilities included:

- Coordinating and conducting data collection aspects of grant-funded oral health and body mass index screenings of students in select areas of New Hampshire for statewide school-based survey.
- Presentation of designated survey details to school administrators and nursing staff, meeting all data collection protocols, providing oral hygiene education and nutrition-based educational presentations to all classroom participants of the survey.
- Administration of follow-up letters to parents of survey participants.
- All work was completed independently and required submission of completed survey data to the oral health/BMI program supervisor within the 2008-2009 school year.

Registered Dental Hygienist
2005-2008 North Country Health Consortium, Whitefield, NH

Registered Dental Hygienist
2002-2004 Gorham Family Dentistry, Gorham, NH

Registered Dental Hygienist
1995-2002 Dr. Berkeley Pemberton, DDS, Berlin, NH

Education

New Hampshire Technical Institute, Concord, NH
1993-1995
Associate in Science, Major in Dental Hygiene

New Hampshire Technical Institute, Concord, NH
2014
Completed Certified Public Health Dental Hygiene training program

Granite State College
2014-2015 currently completing bachelor's degree program

References

Available upon request.

Annette L. Cole, RDH
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KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: North Country Health Consortium

Name of Contract: Regional Public Health Network Services

BUDGET PERIOD: SFY 19			
NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Elaine Belanger	Public Health Coordinator	6.65%	$4,072.95
Amy Jeroy	Public Health Officer	0.50%	$422.28
TOTAL SALARIES			**$4,495.23**

BUDGET PERIOD: SFY 20			
NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	9.00%	$11,111.47
Colleen Gingue	Chief Financial Officer	9.00%	$7,964.65
Amy Jeroy	Public Health Director	39.75%	$33,570.95
Elaine Belanger	Public Health Coordinator	52.00%	$31,917.31
TBD	PHEP Coordinator	80.00%	$54,446.08
Stephanie Gould	Program Coordinator	38.00%	$24,245.52
Gregory Williams	Program Coordinator	100.00%	$66,560.33
Annette Cole	Program Manager	5.00%	$3,509.22
TOTAL SALARIES			**$233,325.54**

BUDGET PERIOD: SFY 21			
NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	5.20%	$6,612.56
Colleen Gingue	Chief Financial Officer	5.20%	$4,739.85
Amy Jeroy	Public Health Director	15.13%	$13,157.07
Elaine Belanger	Public Health Coordinator	36.31%	$22,957.06
TBD	PHEP Coordinator	77.50%	$54,326.98
Stephanie Gould	Program Coordinator	38.00%	$24,972.89
Gregory Williams	Program Coordinator	77.50%	$53,131.79
Annette Cole	Program Manager	5.00%	$3,614.50
TOTAL SALARIES			**$183,512.69**

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name:	North Country Health Consortium
Name of Contract:	Regional Public Health Network Services - PHAC

BUDGET PERIOD: SFY 20

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$123,461	1.00%	$1,234.61
Colleen Gingue	Chief Financial Officer	$88,496	1.00%	$884.96
Amy Jeroy	Public Health Director	$84,455	3.00%	$2,533.66
Elaine Belanger	Public Health Coordinator	$61,379	18.75%	$11,508.65
Annette Cole	Program Manager	$70,184	5.00%	$3,509.22
				$0.00
TOTAL SALARIES				**$19,671.09**

BUDGET PERIOD: SFY 21

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$127,165	1.00%	$1,271.65
Colleen Gingue	Chief Financial Officer	$91,151	1.00%	$911.51
Amy Jeroy	Public Health Director	$86,989	3.00%	$2,609.67
Elaine Belanger	Public Health Coordinator	$63,221	17.75%	$11,221.70
Annette Cole	Program Manager	$72,290	5.00%	$3,614.50
		$0	0.00%	$0.00
TOTAL SALARIES				**$19,629.02**

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: North Country Health Consortium

Name of Contract: Regional Public Health Network Services - PHEP

BUDGET PERIOD: SFY 20

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$123,461	1.00%	$1,234.61
Colleen Gingue	Chief Financial Officer	$88,496	1.00%	$884.96
Amy Jeroy	Public Health Director	$84,455	2.00%	$1,689.10
Elaine Belanger	Public Health Coordinator	$61,379	10.00%	$6,137.94
TBD	Program Manager	$68,058	80.00%	$54,446.08
		$0	0.00%	$0.00
TOTAL SALARIES				**$64,392.70**

BUDGET PERIOD: SFY 21

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$127,165	1.00%	$1,271.65
Colleen Gingue	Chief Financial Officer	$91,151	1.00%	$911.51
Amy Jeroy	Public Health Director	$86,989	1.75%	$1,522.31
Elaine Belanger	Public Health Coordinator	$63,221	10.00%	$6,322.08
TBD	Program Manager	$70,099	77.50%	$54,326.98
		$0	0.00%	$0.00
TOTAL SALARIES				**$64,354.52**

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: North Country Health Consortium

Name of Contract: Regional Public Health Network Services - SMP

BUDGET PERIOD: SFY 20

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$123,461	1.00%	$1,234.61
Colleen Gingue	Chief Financial Officer	$88,496	1.00%	$884.96
Amy Jeroy	Public Health Director	$84,455	2.50%	$2,111.38
Elaine Belanger	Public Health Coordinator	$61,379	1.00%	$613.79
Gregory Williams	Program Coordinator	$66,560	72.00%	$47,923.44
		$0	0.00%	$0.00
TOTAL SALARIES				**$52,768.18**

BUDGET PERIOD: SFY 21

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$127,165	1.00%	$1,271.65
Colleen Gingue	Chief Financial Officer	$91,151	1.00%	$911.51
Amy Jeroy	Public Health Director	$86,989	2.00%	$1,739.78
Elaine Belanger	Public Health Coordinator	$63,221	1.00%	$632.21
Gregory Williams	Program Coordinator	$68,557	70.00%	$47,990.00
		$0	0.00%	$0.00
TOTAL SALARIES				**$52,545.14**

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: North Country Health Consortium

Name of Contract: Regional Public Health Network Services - CoC

BUDGET PERIOD: SFY 20

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$123,461	0.25%	$308.65
Colleen Gingue	Chief Financial Officer	$88,496	0.25%	$221.24
Amy Jeroy	Public Health Director	$84,455	2.00%	$1,689.10
				$0.00
Stephanie Gould	Program Coordinator	$63,804	38.00%	$24,245.52
		$0	0.00%	$0.00
TOTAL SALARIES				**$26,464.52**

BUDGET PERIOD: SFY 21

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$127,165	0.20%	$254.33
Colleen Gingue	Chief Financial Officer	$91,151	0.20%	$182.30
Amy Jeroy	Public Health Director	$86,989	1.00%	$869.89
				$0.00
Stephanie Gould	Program Coordinator	65,718	38.00%	$24,972.89
		$0	0.00%	$0.00
TOTAL SALARIES				**$26,279.41**

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: North Country Health Consortium

Name of Contract: Regional Public Health Network Services - Hep A

BUDGET PERIOD: SFY 19

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Amy Jeroy	Public Health Director	$84,455	0.50%	$422.28
Elaine Belanger	Public Health Coordinator	$61,379	6.00%	$3,682.77
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES				**$4,105.04**

BUDGET PERIOD: SFY 20

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Amy Jeroy	0	$84,455	0.50%	$422.28
Elaine Belanger	0	$61,379	6.00%	$3,682.77
TOTAL SALARIES				**$4,105.04**

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: North Country Health Consortium

Name of Contract: Regional Public Health Network Services - YA Strategies

BUDGET PERIOD: SFY 20

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$123,461	5.00%	$6,173.04
Colleen Gingue	Chief Financial Officer	$88,496	5.00%	$4,424.81
Amy Jeroy	Public Health Director	$84,455	27.75%	$23,436.33
Elaine Belanger	Public Health Coordinator	$61,379	10.00%	$6,137.94
Gregory Williams	Program Coordinator	$66,560	28.00%	$18,636.89
TOTAL SALARIES				$58,809.01

BUDGET PERIOD: SFY 21

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$127,165	1.25%	$1,589.56
Colleen Gingue	Chief Financial Officer	$91,151	1.25%	$1,139.39
Amy Jeroy	Public Health Director	$86,989	5.38%	$4,675.65
Elaine Belanger	Public Health Coordinator	$63,221	2.56%	$1,620.03
Gregory Williams	Program Coordinator	$68,557	7.50%	$5,141.79
TOTAL SALARIES				$14,166.42

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: North Country Health Consortium

Name of Contract: Regional Public Health Network Services - SBC

BUDGET PERIOD: SFY 20

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$123,461	0.75%	$925.96
Colleen Gingue	Chief Financial Officer	$88,496	0.75%	$663.72
Amy Jeroy	Public Health Director	$84,455	2.00%	$1,689.10
Elaine Belanger	Public Health Coordinator	$61,379	5.00%	$3,068.97
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES				**$6,347.75**

BUDGET PERIOD: SFY 21

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Chief Executive Officer	$127,165	0.75%	$953.73
Colleen Gingue	Finance Director	$91,151	0.75%	$683.63
Amy Jeroy	Public Health Director	$86,989	2.00%	$1,739.78
Elaine Belanger	Public Health Coordinator	$63,221	5.00%	$3,161.04
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES				**$6,538.19**

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: North Country Health Consortium

Name of Contract: Regional Public Health Network Services - Lead

BUDGET PERIOD: SFY 19

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Elaine Belanger	Executive Director	$60,029	0.65%	$390.19
				$0.00
				$0.00
TOTAL SALARIES				$390.19

BUDGET PERIOD: SFY 20

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Elaine Belanger	Public Health Coordinator	$61,379	1.25%	$767.24
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES				$767.24

BUDGET PERIOD: SFY 21

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
TOTAL SALARIES				