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

Lori A. Shibanette
Commissioner

Patricia M. Tilley
Director

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

October 13, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with Healthcentric Advisors, Inc. (VC #TBD), Providence, RI, in the amount of \$233,270 to develop an Infection Prevention and Control training plan and to provide training opportunities statewide to healthcare workers, with the option to renew for up to three (3) additional years, effective upon Governor and Council approval through May 31, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-95-90-903010-19360000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: PUBLIC HEALTH SERV DIV, BUREAU OF LABORATORY SERVICES, ELC
HEALTHCARE IPC TRAINING**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Svc	90183527	\$233,270
			Total	\$233,270

EXPLANATION

The purpose of this request is to develop and provide in-person and online Infection Prevention and Control (IPC) training opportunities statewide for healthcare workers at the local level. Trainings will be based on the Centers for Disease Control and Prevention (CDC) Project Firstline curriculum, which promotes trainings for healthcare providers to stop the spread of infectious disease threats, including COVID-19.

The Contractor will implement a train-the-trainer program for various healthcare settings, including long-term care, acute care, correctional facilities, residential care serving individuals with disabilities, and emergency medical services. The Contractor will develop and deliver a minimum of eight (8) in-person or online educational sessions, as well as on-demand recorded sessions that will be uploaded to the Contractor's learning management system. The train-the-trainer sessions will result in a minimum of 110 trainers within the targeted healthcare settings.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Additionally, the Contractor will create a "community of practice" through virtual bi-monthly sessions to support trainers and provide opportunities to share challenges, ideas and best practices. Healthcare providers who attend the training sessions will be eligible for continuing education units associated with their applicable healthcare field.

Approximately 2,650 individuals will receiving training during State Fiscal Year 2022.

The Contractor will also facilitate engagement activities to ensure participants understand the rationale and implications of Infection Prevention and Control practices and to encourage the healthcare workforce to be active participants in Infection Prevention and Control culture. Engagement topics will include CDC Project Firstline training, Infection Prevention and Control topics, logistics for administering and evaluating training in different healthcare environments, and adult learning methods. In order to implement the trainings, the Contractor will reach out to healthcare organization leadership to gain buy-in and ongoing support. The Contractor will conduct outreach to healthcare associations and healthcare organizations to recruit targeted individuals to participate in the train-the-trainer program and additional training opportunities.

The Department will monitor the services provided by the Contractor to ensure the Contractor adheres to the timeline in the approved training work plan and by reviewing results of pre- and post-training satisfaction and engagement surveys. The Contractor must achieve a survey return rate of 80% or and participant satisfaction rating of 80% or more for the following criteria:

- Quality of session/presenters.
- Value of information.
- Appropriate level of content.
- Meeting participants' training expectations.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from August 20, 2021 through September 27, 2021. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

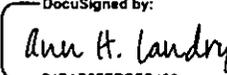
Should the Governor and Council not authorize this request, the Department will be unable to train healthcare providers on Centers for Disease Control and Prevention (CDC) Project Firstline curriculum and increase awareness of Infection Prevention and Control practices to prevent the spread of infectious disease threats, including COVID-19.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.323, FAIN# NU50CK000522

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

Respectfully submitted,

DocuSigned by:

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Lori A. Shibinette
Commissioner

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

Project ID # RFP-2022-OPHS-11-4WFEC

Project Title Infection Prevention and Control (IPC) Training Program

	Maximum Points Available	Healthcare Advisory	J&J	UNH
Technical				
Project Firstline Knowledge (Q1)	20	12	20	20
Experience (Q2)	25	25	22	17
Training Plan (Q3)	50	35	45	37
Program Management (Q4)	35	30	30	25
Community of Practice (CoP) (Q5)	20	15	15	17
CoP Ongoing Engagement (Q6)	50	35	35	40
Surveys (Q7)	15	15	10	15
Proposed Workplan (Q8)	80	80	45	45
Staffing Plan (Q9)	25	20	20	18
		0	0	0
		0	0	0
		0	0	0
Subtotal - Technical	300	247	242	234
Cost				
Budget (Appendix D)	70	60	50	50
Program Staff List (Appendix E)	30	30	20	25
Subtotal - Cost	100	90	70	75
TOTAL POINTS	400	342	312	309

Reviewer Name	Title
1 Carly Zimmermann	Program Specialist IV
2 Darlene Cray	Program Specialist IV
3 Trevor Bauer	Program Specialist III
4 Yvette Perran	Public Health Program Manager
5 Amy Bergquist	Administrator II
6 Karen Hammond	Administrator III

Subject: Infection Prevention and Control (IPC) Training Program (RFP-2022-DPHS-11-INFECT-01)

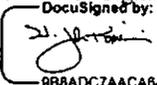
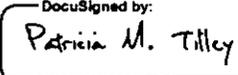
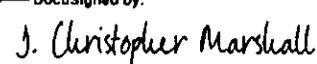
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Healthcentric Advisors, Inc.		1.4 Contractor Address 235 Promenade Street Suite 500, Box 18 Providence, RI, 02908	
1.5 Contractor Phone Number (401) 528-3222	1.6 Account Number 05-95-090-903010-1936	1.7 Completion Date May 31, 2022	1.8 Price Limitation \$233,270
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 11/18/2021		1.12 Name and Title of Contractor Signatory H. John Keimig President & CEO	
1.13 State Agency Signature  Date: 11/19/2021		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/19/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS
HJK
Date 11/18/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials
Date 11/18/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Infection Prevention and Control (IPC) Training Program
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

DS
HJK

New Hampshire Department of Health and Human Services
Infection Prevention and Control (IPC) Training Program

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide training, which shall include foundational and COVID-19-specific infection control knowledge, to address Infection Prevention and Control (IPC) training needs for healthcare providers, in accordance with the CDC Project Firstline curriculum.
- 1.2. The Contractor shall provide IPC training statewide for workers in healthcare settings, including, but not limited to:
 - 1.2.1. Long term care facilities.
 - 1.2.2. Acute care hospitals.
 - 1.2.3. Disability service providers.
 - 1.2.4. Home health service providers.
 - 1.2.5. Adult day care.
 - 1.2.6. Assisted living facilities.
 - 1.2.7. Outpatient facilities.
 - 1.2.8. Hemodialysis facilities.
 - 1.2.9. End-Stage Renal Disease (ESRD) centers.
 - 1.2.10. Correctional facilities.
- 1.3. The Contractor shall provide IPC training in the healthcare settings described in Subsection 1.2 above, to healthcare providers and other workers, including, but not limited to:
 - 1.3.1. Nurses.
 - 1.3.2. Medical doctors.
 - 1.3.3. Licensed nursing assistants.
 - 1.3.4. Food service handlers.
 - 1.3.5. Environmental cleaning staff.
 - 1.3.6. Emergency medical staff and technicians.
 - 1.3.7. Behavioral health workers.
 - 1.3.8. Non-clinical healthcare associates.
 - 1.3.9. Correctional personnel.
 - 1.3.10. Developmental and intellectual support workers.
 - 1.3.11. Others healthcare providers and workers, as identified by the Department.

**New Hampshire Department of Health and Human Services
Infection Prevention and Control (IPC) Training Program**

EXHIBIT B

- 1.4. Within thirty (30) days of the Contract Effective date, the Contractor shall conduct an initial kick-off call with the Department to address the following:
 - 1.4.1. IPC Training Plan.
 - 1.4.2. Healthcare setting outreach.
 - 1.4.3. Project timeline.
 - 1.4.4. IPC training goals and expectations.
 - 1.4.5. Roles and responsibilities.
 - 1.4.6. Communications with healthcare facilities, including a schedule for periodic check-in calls.
 - 1.4.7. Customized promotion materials that include key features and benefits of the program and value-based messaging for each audience.
 - 1.4.8. Development of a program tracking tool.
- 1.5. The Contractor shall offer general sessions for healthcare workers as identified in Section 1.3.
- 1.6. The Contractor shall develop and submit an IPC Training Plan based on assessment data provided by the Department and CDC Project Firstline curriculum, subject to Department approval. The IPC Training Plan shall address training plans and processes, including, but not limited to:
 - 1.6.1. Healthcare setting outreach.
 - 1.6.2. IPC training session development and specialization based on healthcare setting needs.
 - 1.6.3. Utilization of the Contractor's Learning Management System.
 - 1.6.4. Training session logistics, including required technology and equipment.
 - 1.6.5. Training schedule.
 - 1.6.6. Development of training materials, including translation needs.
- 1.7. The Contractor shall:
 - 1.7.1. Outreach to all healthcare settings listed in Section 1.3, to identify a minimum of fifteen (15) Train-the-Trainers (herein referred to as "Trainers") per participating healthcare setting, within the first sixty (60) days of the Contract Effective Date.
 - 1.7.2. Review and specialize the IPC training sessions to address training needs across different professions within healthcare settings, including clinical and non-clinical staff.
 - 1.7.3. Make the IPC training curriculum available in the Contractor's

New Hampshire Department of Health and Human Services
Infection Prevention and Control (IPC) Training Program

EXHIBIT B

Learning Management System, which shall be accessible to all Trainers.

1.7.4. Coordinate logistics with the Trainers within each healthcare setting for the IPC Train-the-Trainer sessions, including, but not limited to:

1.7.4.1. Scheduling the training sessions as follows:

1.7.4.1.1. Month 1: Project initiation, planning, and promotion.

1.7.4.1.2. Month 2: Two (2) cohorts, twenty (20) Trainers.

1.7.4.1.3. Month 3: Three (3) cohorts, thirty-two (32) Trainers.

1.7.4.1.4. Month 4: Three (3) cohorts, twenty-four (24) Trainers.

1.7.4.1.5. Month 5 (or sooner when the ESRD cohort is established): One (1) ESRD cohort, fifteen (15) Trainers.

1.7.4.1.6. Month 5 (or sooner when a Spanish speaking cohort established): One (1) Spanish-speaking cohort, twenty (20) Trainers.

1.7.4.1.7. Ensuring appropriate technology is available to run the trainings.

1.7.4.2. Preparing CDC Project Firstline training materials, including translating materials into Spanish.

1.7.5. Deliver a minimum of ten (10) live on-site and/or virtual IPC Train-the-Trainer sessions, which shall include, but is not limited to:

1.7.5.1. CDC Project Firstline training.

1.7.5.2. Training on how to lead discussions.

1.7.5.3. Discussing the rationale behind the guidelines.

1.7.5.4. IPC hotspots related to daily activities.

1.7.5.5. How to talk to a colleague who may be making an IPC error.

1.7.5.6. How to identify and address system-related IPC situations.

1.7.5.7. How to access the training on the Contractor's Learning Management System.

1.7.5.8. How to identify and highlight local IPC leaders within healthcare settings to support adoption of IPC practices.

1.7.6. Create a "community of practice" through virtual bi-monthly office-hours sessions to support Trainers and encourage sharing of challenges, ideas and best practices.

1.7.7. Identify issues and mitigation strategies.

New Hampshire Department of Health and Human Services
Infection Prevention and Control (IPC) Training Program

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- 1.7.8. Monitor progress of planned activities.
- 1.7.9. Identify opportunities and lessons learned.
- 1.7.10. Establish a training sustainability plan.
- 1.7.11. Participate in meetings with the Department to discuss goals, lessons learned, success, barriers, and improvement opportunities.
- 1.7.12. Establish partnerships with the Trainers by maintaining bi-directional communication and modifying training services to address local priorities or challenges.
- 1.8. The Contractor shall collaborate with each Trainer identified on delivering a minimum of one (1) IPC trainings to clinical and non-clinical staff within their healthcare setting. The Contractor shall:
 - 1.8.1. Promote the program to target clinical and non-clinical staff, which includes, but is not limited to:
 - 1.8.1.1. Targeted outreach to organizations/groups.
 - 1.8.1.2. Email.
 - 1.8.1.3. Social media.
 - 1.8.1.4. Telephone calls.
 - 1.8.2. Schedule and facilitate meetings with key stakeholders and/or organizational leadership to gain buy-in and ongoing support.
 - 1.8.3. Collaborate with the Trainers to schedule in-person or virtual trainings for the Trainers to lead.
 - 1.8.4. Ensure ICP trainings lead by the Trainers, include, but are not limited to:
 - 1.8.4.1. Registering participants.
 - 1.8.4.2. A presentation of the CDC Project Firstline curriculum, that include recorded webinars and background materials available on a single site in order that multiple healthcare facility staff can access recorded training.
 - 1.8.4.3. An interactive question and answer session with the trainers.
 - 1.8.4.4. Methods that are engaging and provide opportunities that encourage sharing and collaboration among other healthcare settings.
 - 1.8.4.5. Short didactic sessions that break down the material and opportunities for application of skills in smaller groups.

**New Hampshire Department of Health and Human Services
Infection Prevention and Control (IPC) Training Program**

EXHIBIT B

- 1.8.4.6. Sending background material and resources to clinical and non-clinical staff prior to each webinar in order to enhance the learning experience and interaction during the webinar.
- 1.8.5. Ensure the Trainer is available to respond to emails and phone calls from peers to:
 - 1.8.5.1. Answer questions.
 - 1.8.5.2. Share expertise.
 - 1.8.5.3. Share stories or tools on topics presented.
- 1.8.6. Ensure continuing education units are available for clinical and non-clinical staff to foster increased participation by healthcare workforce.
- 1.8.7. Develop and disseminate pre- and post- training Satisfaction and Engagement Surveys in order to collect feedback from the healthcare workforce to evaluate the overall effectiveness and value gained from the educational sessions.
 - 1.8.7.1. The Contractor shall review results and feedback from each webinar when planning subsequent sessions.
- 1.9. The Contractor shall recognize Trainers who successfully deliver the training in their organizations, including but not limited to, providing certificates and/or acknowledgment in electronic communications and/or online.

2. Timeline

- 2.1. The Contractor shall will work with the Department to finalize a IPC Training Plan Timeline for year one (1) of the Contract period within thirty (30) days of the Contract effective date.

ACTIVITY	TIMELINE						
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
PHASE 1: Contract Administration & Program Initiation							
Develop Communication plan (e.g. details about regular meetings, preferred methods of communication) plan for review process	●						
Meet with DHHS for contract administration requirements and program kick-off details (e.g. target groups and contact information.	●						
Participate in ongoing meetings with DHHS (at a minimum of every other week)	●	●	●	●	●	●	●
Finalize Work Plan (with timeline) and review process	●						
Develop program tracking tool	●	●					

**New Hampshire Department of Health and Human Services
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Customize promotion materials to highlight key features and benefits of the program with clear, value-based messaging for each audience	●	●					
Develop Train-the-Trainer Program	●						
Prepare Train-the-Trainer Program materials		●	●				
Prepare Train-the-Trainer Program		●	●				
Update the Learning Management System to include Train-the-Trainer Program materials		●	●				
Participate in internal team meetings to discuss goals, lessons learned, success, barriers, and improvement opportunities.	●	●	●	●	●	●	●
PHASE 2: Program Implementation & Data Collection							
Promote the program (targeted outreach to organizations/groups, email, social media, telephone calls)	●	●	●	●	●		
Schedule and facilitate meetings with key stakeholders/organizational leadership to gain buy-in and ongoing support		●	●	●	●		
Recruit targeted audience for participation in train-the-trainer program (via email, telephone call, presentations)		●	●	●	●		
Schedule the Train-the-Trainer Programs for virtual delivery		●	●	●	●		
Facilitate the Train-the-Trainers Programs		●	●	●	●		
Create a "community of practice" through office-hours sessions to support trainers and encourage sharing of challenges, ideas and best practices		●	●	●	●		
PHASE 3: Evaluation & Reporting							
Track enrollment, engagement, satisfaction, outcomes (spread) data.		●	●	●	●	●	

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<p>Conduct the following trainings: Month 1 : 2 Cohorts, 16 Trainers Month 2: 2 Cohorts, 20 Trainers Month 3: 2 Cohorts, 24 Trainers Month 4: 2 Cohorts, 16 Trainers</p> <p>Month 6: Spanish Cohort, 20 Trainers</p>			•	•	•	•	•	
Recognize trainers, who successfully deliver the training in their organizations (certificate and communications/web acknowledgement).			•	•	•	•	•	
Track issues, opportunities, and lessons learned. Identify issues and mitigation strategies, monitor progress of planned activities, identify opportunities and lessons learned, and establish a sustainability plan.			•	•	•	•	•	
PHASE 4: Program Closing & Year 2 Planning								
Final report to NH DHHS (including details related to methods, lesson, issues, and overall performance).							•	•
Debrief meeting with NH DHHS for final report out, sustainability discussion, and Year 2 planning.								•

2.2. The Contractor shall provide a final staffing and staffing contingency plan to the Department no later than five (5) days from the contract effective date.

3. Exhibits Incorporated

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

4. Reporting Requirements

- 4.1. The Contractor shall submit monthly reports to ensure tasks and activities are delivered in accordance with the Department-approved Work Plan.
- 4.2. The Contractor shall submit final report including details related to methods, lesson, issues, and overall performance.

5. Performance Measures

5.1. The Contractor shall disseminate pre and post training Satisfaction and

[Signature]
Date 11/15/21

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Engagement Surveys and meet the following:

- 5.1.1. At least 80% return rate of surveys; and
- 5.1.2. At least 80% satisfaction rating on:
 - 5.1.2.1. Quality of session/presenters.
 - 5.1.2.2. Value of information.
 - 5.1.2.3. Appropriate level of content.
 - 5.1.2.4. Met expectations.
- 5.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 5.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 5.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

- 6.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

6.3. Credits and Copyright Ownership

- 6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and

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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.”

- 6.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department and CDC if required, before printing, production, distribution or use.
- 6.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 6.3.3.1. Brochures.
 - 6.3.3.2. Resource directories.
 - 6.3.3.3. Protocols or guidelines.
 - 6.3.3.4. Posters.
 - 6.3.3.5. Reports.
- 6.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7. Records

- 7.1. The Contractor shall keep records that include, but are not limited to:
 - 7.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 7.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

- 7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and

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any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Infection Prevention and Control (IPC) Training Program
EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% Federal Funds from Epidemiology and Laboratory Capacity for Infectious Diseases (ELC), as awarded on May 28, 2020 by the Centers for Disease Control, CFDA 93.323, FAIN50CK000522.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 34.5% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

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**New Hampshire Department of Health and Human Services
Infection Prevention and Control (IPC) Training Program
EXHIBIT C**

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall:
 - 12.1. Register with the New Hampshire Department of Administrative Services to obtain a Vendor Number, which must be included on each invoice.
 - 12.2. Ensure each invoice is submitted in a form that is provided by, or otherwise acceptable to the Department.
 - 12.3. Ensure each invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 12.4. Ensure each invoice includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
13. Audits
 - 13.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

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**New Hampshire Department of Health and Human Services
Infection Prevention and Control (IPC) Training Program
EXHIBIT C**

- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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11/18/2021

Appendix C-1 Budget

New Hampshire Department of Health and Human Services
Bidder Name: Healthcentric Advisors
Budget Request for: Infection Prevention and Control (IPC) Training Program
Budget Period: November 2021 - May 2022 (7 months)

Line Item	Total Program Cost			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$95,442	\$49,752	\$145,194	\$95,442	\$49,752	\$145,194
2. Employee Benefits	\$27,745	\$8,884	\$36,629	\$27,745	\$8,884	\$36,629
3. Consultants						
4. Equipment:						
Rental						
Repair and Maintenance						
Purchase/Depreciation						
5. Supplies:						
Educational						
Lab						
Pharmacy						
Medical						
Office						
6. Travel	\$139	\$44	\$183	\$139	\$44	\$183
7. Occupancy						
8. Current Expenses						
Telephone	\$1,029	\$329	\$1,358	\$1,029	\$329	\$1,358
Postage	\$175	\$56	\$231	\$175	\$56	\$231
Subscriptions						
Audit and Legal						
Insurance						
Board Expenses						
9. Software						
10. Marketing/Communications						
11. Staff Education and Training						
12. Subcontracts/Agreements	\$46,374	\$0	\$46,374	\$46,374	\$0	\$46,374
13. Other (specific details mandatory):						
Printing/Hard Copy Materials	\$525	\$168	\$693	\$525	\$168	\$693
Trainer Incentives	\$475	\$152	\$627	\$475	\$152	\$627
Translation	\$1,500	\$480	\$1,980	\$1,500	\$480	\$1,980
TOTAL	\$173,404	\$59,866	\$233,270	\$173,404	\$59,866	\$233,270

Indirect As A Percent of Direct 34.5%


Contractor Initial _____
Date 11/18/2021

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name:

11/18/2021

Date

DocuSigned by:

Name: H. John Keimig

Title: President & CEO

Vendor Initials
Date 11/18/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

11/18/2021

Date

DocuSigned by:

Name: H. John Keimig

Title: President & CEO

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HJK

Vendor Initials

Date 11/18/2021



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name:

11/18/2021

Date

DocuSigned by:

Name: H. John Keimig
Title: President & CEO

DS
HJK

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS
HJK

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

11/18/2021

Date

DocuSigned by:

Name: H. John Keimig

Title: President & CEO

Exhibit G

Contractor Initials

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HJK

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/18/2021

Date

DocuSigned by:

Name: H. John Keimig

Title: President & CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Date 11/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Contractor Initials

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HJK

Date 11/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Contractor Initials HJK

Date 11/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials

HJK

Date 11/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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Contractor Initials

HJK

Date 11/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Healthcentric Advisors

The State by:

Name of the Contractor

Patricia M. Tilley

H. John Keimig

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

H. John Keimig

Name of Authorized Representative Director

Name of Authorized Representative

Title of Authorized Representative

President & CEO

Title of Authorized Representative

11/19/2021

11/18/2021

Date

Date

Contractor Initials HJK

Date 11/18/2021



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

11/18/2021

Date

DocuSigned by:

Name: John Keimig

Title: President & CEO

DS
AJK

Contractor Initials

11/18/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 79.757.9617

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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

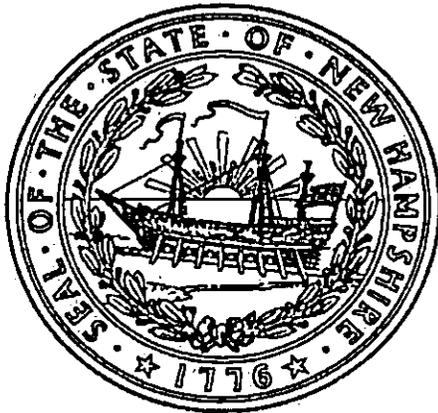
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEALTHCENTRIC ADVISORS, INC. is a Rhode Island Nonprofit Corporation registered to transact business in New Hampshire on January 15, 2020. 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: 834657

Certificate Number: 0005458957



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of October A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Stephen J. Kogut, PhD., MBA, R.Ph., hereby certify that:

1. I am a duly elected Chair of the Board of Directors/Officer of Healthcentric Advisors
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on October 27, 2021, at which a quorum of the Directors was present and voting.

VOTED: That H. John Keimig, MHA, FACHE, President and Chief Executive Officer is duly authorized on behalf of Healthcentric Advisors to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: October 27, 2021



Signature of Elected Officer
Name: Stephen J. Kogut, Ph.D., MBA, R.Ph.
Title: Chair, Board of Directors



Healthcentric Advisors

Mission, Vision, and Values

Healthcentric Advisors develops and provides innovative and evidence-based consultation, education, tools and resources that measure and improve the quality, safety, and value of person-centered healthcare.

-
1. We will be recognized as a leading national source of quality improvement and patient safety resources, tools, consultation and education
 2. We will grow our expertise and corporate experience in long term care, electronic health records, and educational services to create ongoing partnership opportunities
 3. We will enhance our position as a leading Medicare Quality Improvement Organization
 4. The communities we serve will benefit from our presence and work
 5. We will develop and nurture partnerships, relationships, and affiliations with stakeholders and consumers where such will assist us in advancing excellence in healthcare
 6. As a nonprofit enterprise, we will be prudent and responsible stewards of our organizational resources
 7. Our corporate culture will make us a preferred employer where associates can fully develop and utilize talents and skills for their benefit and the benefit of our clients, stakeholders and partners



Values

The core organizational values that drive Healthcentric Advisors work were developed through an extensive process that included input from the senior leadership team, board of directors and our associates.

Commitment to Excellence

- We deliver exceptional quality, service and value to our internal and external customers.
- We exceed the expectations of our partners, clients and stakeholders.
- We embrace change as an opportunity to continually evaluate and improve the quality and value of our services.
- We continually challenge ourselves to reach greater levels of excellence.

Cultivation of Partnerships

- We lead effective and value-based partnerships with our associates, clients and stakeholders to successfully carry out our mission.
- We recognize effective teamwork is central to achieve high quality and cost efficient health care.
- We partner with our associates based on shared values and a common commitment to quality.
- We foster an environment of open and honest exchange of ideas.

Fostering Integrity

- We believe honesty and truth must guide our actions.
- We act ethically in all transactions.
- We are accountable for our actions individually and as a team.
- We recognize the personal worth of each associate by treating them with honesty, fairness, and sensitivity.

Demonstrate Leadership

- We exemplify visionary leadership internally and externally.
- We develop our associates to be recognized leaders on a local and national level.
- We value the development of leadership excellence by our stakeholders to better serve the community.
- We take policy positions when it is in the interest of advancing the quality and safety of patient care.



Exhibit Respect

- We will always demonstrate respect and dignity for the individual patient, client or resident served by the providers we assist.
- We show respect for all those with whom we work.
- We value the unique talents and skills of our associates.
- We are flexible and open-minded.

step forward →

HEALTHCENTRIC ADVISORS

FINANCIAL STATEMENTS
JULY 31, 2020 AND 2019

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HEALTHCENTRIC ADVISORS

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1 Capital Way
Cranston, RI 02910
Tel 401.272.5600
Fax 401.331.4511

blumshapiro.com

Independent Auditors' Report

To the Board of Directors
Healthcentric Advisors
Providence, Rhode Island

Report on the Financial Statements

We have audited the accompanying financial statements of Healthcentric Advisors, which comprise the statements of financial position as of July 31, 2020 and 2019, and the related statements of activities, functional expenses 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 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 auditors' 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 auditors consider 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 Healthcentric Advisors as of July 31, 2020 and 2019, 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.

Change in Accounting Principle

As discussed in Note 2, during the year ended July 31, 2020, Healthcentric Advisors adopted Accounting Standards Update No. 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated December 18, 2020 on our consideration of Healthcentric Advisors' internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, 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 Healthcentric Advisors' 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 Healthcentric Advisors' internal control over financial reporting and compliance.

Blum, Shapiro & Company, P.C.

Cranston, Rhode Island
December 18, 2020

HEALTHCENTRIC ADVISORS**STATEMENTS OF FINANCIAL POSITION
JULY 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
ASSETS		
Cash and cash equivalents	\$ 3,344,005	\$ 2,197,447
Grants and contracts receivable, net	811,359	2,597,765
Property and equipment, net	37,495	93,202
Prepaid expenses and other assets	<u>55,528</u>	<u>105,729</u>
Total Assets	<u>\$ 4,248,387</u>	<u>\$ 4,994,143</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable	\$ 23,295	\$ 914,403
Accrued expenses	720,592	984,480
Deferred support	1,023,109	39,639
Refundable advance	<u>153,278</u>	<u>-</u>
Total liabilities	1,920,274	1,938,522
Net Assets Without Donor Restrictions	<u>2,328,113</u>	<u>3,055,621</u>
Total Liabilities and Net Assets	<u>\$ 4,248,387</u>	<u>\$ 4,994,143</u>

The accompanying notes are an integral part of the financial statements

HEALTHCENTRIC ADVISORS**STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
Revenue		
Center for Medicare and Medicaid Services	\$ 4,510,845	\$ 13,946,912
Other revenue	<u>1,701,051</u>	<u>2,275,493</u>
Total revenue	<u>6,211,896</u>	<u>16,222,405</u>
Expenses		
Program services	5,130,223	13,463,478
General and administrative	<u>1,809,181</u>	<u>2,071,482</u>
Total expenses	<u>6,939,404</u>	<u>15,534,960</u>
Change in Net Assets Without Donor Restrictions	(727,508)	687,445
Net Assets Without Donor Restrictions - Beginning of Year	<u>3,055,621</u>	<u>2,368,176</u>
Net Assets Without Donor Restrictions - End of Year	<u>\$ 2,328,113</u>	<u>\$ 3,055,621</u>

The accompanying notes are an integral part of the financial statements

HEALTHCENTRIC ADVISORS**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2020**

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries and wages	\$ 3,621,471	\$ 828,207	\$ 4,449,678
Fringe benefits	1,050,951	240,346	1,291,297
Subcontracts	68,563	554	69,117
Consultants	194,015	45,109	239,124
Occupancy	-	537,184	537,184
Office expenses	50,972	34,595	85,567
Meetings and trainings	18,103	4,770	22,873
Subscriptions and media	62,147	53,494	115,641
Travel	41,859	7,359	49,218
Shared resources	18,694	-	18,694
Amortization	3,448	-	3,448
Depreciation	-	57,563	57,563
Total Expenses	\$ <u>5,130,223</u>	\$ <u>1,809,181</u>	\$ <u>6,939,404</u>

The accompanying notes are an integral part of the financial statements

HEALTHCENTRIC ADVISORS

STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JULY 31, 2019

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries and wages	\$ 5,367,878	\$ 819,725	\$ 6,187,603
Fringe benefits	1,518,402	226,326	1,744,728
Subcontracts	5,052,282	36,450	5,088,732
Consultants	641,894	114,434	756,328
Occupancy	-	584,862	584,862
Office expenses	300,266	82,104	382,370
Meetings and trainings	233,326	12,139	245,465
Subscriptions and media	104,093	103,232	207,325
Travel	166,759	18,835	185,594
Shared resources	53,676	-	53,676
Amortization	24,902	-	24,902
Depreciation	-	73,375	73,375
Total Expenses	\$ <u>13,463,478</u>	\$ <u>2,071,482</u>	\$ <u>15,534,960</u>

The accompanying notes are an integral part of the financial statements

HEALTHCENTRIC ADVISORS**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JULY 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
Cash Flows from Operating Activities		
Change in net assets	\$ (727,508)	\$ 687,445
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Amortization expense	3,448	24,902
Depreciation expense	57,563	73,375
Reserve for disallowances	-	46,345
(Increase) decrease in operating assets:		
Contracts receivable	1,786,406	(82,111)
Prepaid expenses and other assets	46,753	(32,545)
Increase (decrease) in operating liabilities:		
Accounts payable	(891,108)	(198,257)
Accrued expenses	(263,888)	1,511
Deferred support	983,470	(100,019)
Refundable advance	153,278	-
Net cash provided by operating activities	<u>1,148,414</u>	<u>420,646</u>
Cash Flows from Investing Activities		
Acquisition of property and equipment	<u>(1,856)</u>	<u>(17,153)</u>
Net cash used in investing activities	<u>(1,856)</u>	<u>(17,153)</u>
Net Increase in Cash and Cash Equivalents	1,146,558	403,493
Cash and Cash Equivalents - Beginning of Year	<u>2,197,447</u>	<u>1,793,954</u>
Cash and Cash Equivalents - End of Year	<u>\$ 3,344,005</u>	<u>\$ 2,197,447</u>

The accompanying notes are an integral part of the financial statements

HEALTHCENTRIC ADVISORS

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF AGENCY

Healthcentric Advisors (the Agency) is a nationally recognized organization providing healthcare quality improvement and patient safety education, advisory, technical support, research, analytical and project management services. The Agency works with and for federal and state government agencies, healthcare providers, foundations, educational, health policy and research organizations, and other private and community entities. The Agency's primary contract, via a subcontract with Island Peer Review Organization (IPRO), is with the Centers for Medicare & Medicaid Services (CMS), a division of the U.S. Department of Health and Human Services, to improve the quality and efficiency of healthcare for Medicare beneficiaries. Under this contract and as defined in the Peer Review Improvement Act of 1982 (P.L. 97-248, §§141-143, 96 Stat. 324), the Agency serves as a CMS Quality Innovation Network - QIO (QIN-QIO) subcontractor for the states of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont. As a QIN-QIO subcontractor, the Agency is charged with improving healthcare services and targeted health conditions in contracted states through education, outreach, sharing best practices, using data to measure improvement, working with patients and families and convening community partners for communication and collaboration. Additionally, the Agency holds another major contract directly with CMS to provide Medicare Quality Payment Program technical assistance to physicians and clinicians throughout New England, and healthcare quality improvement related contracts with various state agencies throughout New England.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Change In Accounting Principle

In June 2018, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made*. The amendment clarifies guidance on how an entity determines whether a transfer of assets is a contribution or exchange transaction. The amendment also clarifies the determination of conditional contributions based on evaluating whether there is a right of return and a barrier to overcome. The two permitted transition methods under the new standard are the full retrospective method, in which case the standard would be applied to each prior reporting period presented and the cumulative effect of applying the standard would be recognized at the earliest period shown, or the modified prospective method, in which case the effect of applying the standard would be recognized for any agreements not completed and any new agreements entered into at the date of initial application. The new standard is effective for annual reporting periods beginning after December 15, 2018. Management has adopted ASU 2018-08 for the year ended July 31, 2020. The amendments have been applied using the modified prospective method.

There was no cumulative effect of applying ASU 2018-08.

Basis of Presentation

The financial statements of the Agency have been prepared in accordance with accounting principles generally accepted in the United States of America. Accordingly, the net assets of the Agency and changes therein are reported in the following net asset categories:

Net Assets Without Donor Restrictions

Net assets without donor restrictions represent available resources other than donor-restricted contributions. These resources may be expended at the discretion of the Board of Directors.

HEALTHCENTRIC ADVISORS

NOTES TO FINANCIAL STATEMENTS

Net Assets With Donor Restrictions

Net assets with donor restrictions represent 1) contributions that are restricted by donors as to purpose or time of expenditure, and 2) contributions that require that the principal be maintained in perpetuity but permit the Agency to expend the income earned thereon. The Agency does not have any net assets with donor restrictions as of July 31, 2020 and 2019.

Use of 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 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

The Agency considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Grants and Contracts Receivable

Grants and contracts receivable represent uncollected amounts earned in accordance with contractual agreements. These funds are deemed to be earned and reported as revenues when the Agency has incurred expenses in compliance with the specific restrictions. Such amounts earned, but not yet received, are reported as grants receivable.

Property, Equipment and Depreciation

The Agency has the use of office furniture and fixtures that were purchased with funding from CMS. These assets, which are owned by the federal government, are expensed in the year of purchase. Assets expensed in the year of purchase and held for CMS were \$74,358 and \$148,243 as of July 31, 2020 and 2019, respectively. Assets that are not purchased with funding from CMS that exceed \$500 are carried at cost. Depreciation is provided using the straight-line method over the estimated useful lives of the property and equipment.

Deferred Costs and Amortization

Deferred costs subject to amortization included CMS contract proposal costs of \$127,459 at July 31, 2019, which were being amortized using the straight-line method over the life of the contract. These costs were included in prepaid expenses and other assets, net of accumulated amortization of \$122,348 at July 31, 2019 in the accompanying statements of financial position. Amortization expense totaled \$3,448 and \$24,902 for the years ended July 31, 2020 and 2019, respectively. There are no deferred costs subject to amortization at July 31, 2020.

Impairment of Long-Lived Assets

The Agency reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset exceeds the fair value of the asset.

HEALTHCENTRIC ADVISORS

NOTES TO FINANCIAL STATEMENTS

Deferred Support

Grant and contract funds recorded are restricted by the grantors for particular operating purposes and are deemed to be earned and reported as revenue when the Agency has met the restrictions imposed by the funding sources. Such amounts received, but not yet earned, are reported as deferred support.

Paycheck Protection Program

The Agency has elected to account for the loan received under the Paycheck Protection Program (PPP) as a government grant in accordance with Accounting Standards Codification 985-605, *Not-for-Profit Entities - Revenue Recognition* (see Note 6).

Contributions, Including Government Grants and Contracts

In accordance with ASU-2018-08, certain governmental grants and contracts received by a not-for-profit, including certain awards to fund capital expenditures, are generally considered to be contributions rather than exchange transactions since there was not commensurate value transferred between the resource provider and the Agency. Promises to give that are subject to donor-imposed conditions (i.e., a donor stipulation that includes a barrier that must be overcome and a right of return of assets) are recognized when the conditions on which they depend are substantially met, that is, when the conditional promise becomes unconditional. Unconditional contributions are recognized when promised or received, as applicable, and are considered to be available for unrestricted use unless specifically restricted by the donor.

The Agency reports contributions of cash and other assets as donor-restricted support if they are received with donor stipulations that limit their use. 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 accompanying statements of activities as net assets released from restrictions. Contributions received whose restrictions are met in the same period are presented as net assets without donor restrictions. Transfers of assets from a resource provider received before the barriers are overcome are reported as deferred support on the accompanying statements of financial position.

Conditional government grants and contracts not recognized as revenue as of July 31, 2020 total \$1,176,387 and are presented as deferred support and as a refundable advance in the statement of financial position. Government grants and contracts are conditioned on incurring qualified program expenses.

As described in Note 11, certain regulations under third-party reimbursement provisions may allow for a retroactive payment which is recorded as an offset to contract revenue and receivables in the year incurred. Differences between estimated amounts reserved and actual settlements are reported as an adjustment to contract revenue in the year the final settlement is paid.

Functional Allocation of Expenses

The costs of providing program and other activities have been reported on a functional basis in the statement of functional expenses. Accordingly, certain costs have been allocated among the program and supporting services benefited. Such allocations are determined by management on an equitable basis.

HEALTHCENTRIC ADVISORS

NOTES TO FINANCIAL STATEMENTS

The expenses that are allocated included the following:

<u>Expense</u>	<u>Method of Allocation</u>
Salaries and wages	Time and effort
Fringe benefits	Time and effort
Subcontracts	Time and effort
Consultants	Time and effort
Office expenses	Usage
Meetings and trainings	Time and effort
Subscriptions and media	Usage
Travel	Usage
Occupancy	Square footage

Income Taxes

No provision for federal and state income taxes has been reflected in the accompanying financial statements since the Agency qualifies as a tax-exempt organization as provided under the Internal Revenue Code, Section 501(c)(3). The Internal Revenue Service has classified the Agency as an organization which is a public charity.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Agency and recognize a tax liability if the Agency has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. The Agency is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Agency recognizes interest and penalties, if applicable, as a component of general and administrative expenses.

Concentrations

The Agency maintains cash balances at a federally insured financial institution which, at times, may exceed federally insured limits. The Agency has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risk on cash and cash equivalents.

The Agency had a five-year contract with CMS which totaled approximately \$53,000,000 and was effective from July 18, 2014 through July 17, 2019. On July 16, 2019, the contract was extended to include approximately \$666,000 in additional funds through October 17, 2019. On November 8, 2019, the Agency received a five-year contract with CMS, via a subcontract with IPRO, which totals approximately \$11,000,000 and is effective from November 8, 2019 through November 7, 2024. During the years ended July 31, 2020 and 2019, the Agency received approximately 73% and 86%, respectively, of its revenue from CMS.

Operating Leases

Rent expense is recognized on the straight-line basis over the life of the operating lease.

Subsequent Events

Subsequent events have been evaluated through December 18, 2020, the date the financial statements are available to be issued.

HEALTHCENTRIC ADVISORS**NOTES TO FINANCIAL STATEMENTS****NOTE 3 - GRANTS AND CONTRACTS RECEIVABLE**

Contracts receivable consisted of the following at July 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
U.S. Department of Health and Human Services	\$ 510,904	\$ 2,485,833
Private contracts	<u>403,305</u>	<u>214,782</u>
	914,209	2,700,615
Less reserve for disallowances (Note 11)	<u>102,850</u>	<u>102,850</u>
Net Contracts Receivable	<u>\$ 811,359</u>	<u>\$ 2,597,765</u>

NOTE 4 - PROPERTY AND EQUIPMENT

The following is a summary of property and equipment at July 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Leasehold improvements	\$ 95,998	\$ 95,998
Furniture and equipment	262,868	261,522
Computer equipment and software	<u>333,282</u>	<u>332,772</u>
	692,148	690,292
Less accumulated depreciation	<u>654,653</u>	<u>597,090</u>
Net Property and Equipment	<u>\$ 37,495</u>	<u>\$ 93,202</u>

NOTE 5 - LINE OF CREDIT

The Agency has a \$300,000 line of credit with a bank bearing interest at 1% above the prime rate (4.25% and 6.50% at July 31, 2020 and 2019, respectively) due on demand. The line is secured by all business assets of the Agency. The total funds available to be drawn upon were \$300,000 as of July 31, 2020 and 2019.

NOTE 6 - PAYCHECK PROTECTION PROGRAM LOAN

On April 23, 2020, the Agency received a PPP loan of \$644,200 granted by the Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The Agency considers the PPP loan to be a government grant, with a right of return in the form of an obligation to be repaid if barriers and entitlement are not met. These barriers include incurring qualifying expenses and maintaining certain levels of employee headcount and salary during a measurement period. The Agency considers reviews of the application for forgiveness by the lender and the SBA as well as potential audits to be administrative in nature rather than barriers to entitlement. During the year ended July 31, 2020, the Agency recognized \$490,922 as income based on the amount of qualifying expenditures incurred and employee headcount and salary levels maintained through

HEALTHCENTRIC ADVISORS

NOTES TO FINANCIAL STATEMENTS

July 31, 2020. The remaining balance of \$153,278 of the PPP loan is classified as a refundable advance on the accompanying balance sheets. At the time of issuance of the financial statements, notice of forgiveness had not been received from the lender. Any portion of the loan that must be repaid will bear interest at a rate of 1% per annum. The future PPP loan maturities by year is not included in disclosures since the amounts due by year are unknown, as the amount of loan forgiveness is not yet determined.

NOTE 7 - LIQUIDITY AND AVAILABILITY OF RESOURCES

The Agency's financial assets available within one year of the statement of financial position date for general expenditure are as follows:

Cash and cash equivalents	\$ 3,344,005
Grants and contracts receivable, net	<u>811,359</u>
Total Financial Assets Available to Management for General Expenditure Within One Year	\$ <u>4,155,364</u>

Liquidity Management

The Agency maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Agency also has a line of credit it could draw upon in the event of an unanticipated liquidity need.

NOTE 8 - EMPLOYEE BENEFIT PLAN

The Agency has a defined contribution retirement plan that covers substantially all employees. Contributions are discretionary and are based on age, years of service and compensation. The Agency's contribution expense was \$398,638 and \$440,929 for the years ended July 31, 2020 and 2019, respectively.

NOTE 9 - OPERATING LEASES

The Agency leases office space in Massachusetts under a noncancelable operating lease, with monthly payments of \$6,635 per month through the lease expiration date of December 2019. Upon termination of this lease, the Agency entered into a new noncancelable operating lease for office space with monthly payments of \$3,500 per month from December 2019 through the lease expiration date of May 2021.

The Agency leases office space in Providence, Rhode Island, under an operating lease, with monthly payments of \$22,168. Commencing August 2019, the monthly payments escalated to \$23,762 and are payable through the lease expiration date of July 31, 2024. The lease also provides the right of early termination beginning August 1, 2019 until February 1, 2020.

The Agency leases office space in Providence, Rhode Island, under an operating lease, with monthly payments of \$1,635. Commencing September 2020, the monthly payments escalated to \$1,734 through the lease expiration date of August 2021.

HEALTHCENTRIC ADVISORS

NOTES TO FINANCIAL STATEMENTS

The Agency leases office space in Maine under a noncancelable operating lease, with escalating annual payments ranging from \$19,600 to \$22,063, expiring May 2021.

The Agency also leases equipment under noncancelable operating leases.

Rental expense under these noncancelable operating leases totaled \$394,549 and \$426,182 for the years ended July 31, 2020 and 2019, respectively.

Future minimum lease payments are as follows:

Year Ending July 31

2021	\$	359,849
2022		286,872
2023		285,138
2024		<u>285,138</u>
Total	\$	<u>1,216,997</u>

The Agency subleased a portion of the Providence office facility to one tenant, with escalating monthly payments of \$2,700 through August 2019 and \$2,777 through the lease expiration date of August 31, 2020. Rental income under this sublease totaled \$33,000 and \$32,000 for the years ended July 31, 2020 and 2019, respectively. Future rental income expected is \$2,777 through August 31, 2020.

NOTE 10 - FAIR VALUE MEASUREMENTS

Generally accepted accounting principles establish a framework for measuring fair value. That framework provides 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 unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1

Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Agency has the ability to access.

Level 2

Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3

Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

HEALTHCENTRIC ADVISORS

NOTES TO FINANCIAL STATEMENTS

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. As a practical expedient, certain investments are measured at fair value on the basis of net asset value. The fair value of these investments is not included in the fair value hierarchy.

The following is a description of the valuation methodologies used for financial instruments measured at fair value:

Mutual Funds

Mutual funds are valued at the quoted price of shares reported in an active market in which the mutual funds are traded.

There have been no changes in the methodologies used at July 31, 2020 and 2019.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Agency 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.

The Agency had money market mutual funds of \$3,056,364 and \$1,944,264 at July 31, 2020 and 2019, respectively, included in cash and cash equivalents on the accompanying statements of financial position. These mutual funds are classified as Level 1 assets within the fair value hierarchy.

NOTE 11 - CONTINGENCIES

The Agency is occasionally party to asserted and unasserted claims arising from the course of operations. Management is of the opinion that the outcome of any such claims will not have a material impact on the Agency's financial position or results of operations or cash flows.

CMS contracts require the fulfillment of specific conditions as set forth in the contracts. Failure to fulfill the specific conditions can retroactively result in reimbursements to CMS. Initial government assessments and other possible indicators have identified approximately \$102,850 of reimbursements that may be due back to CMS. Accordingly, this amount has been recorded as an offset to contract revenue and contracts receivable from CMS during the funding year. Final adjudication of this matter by CMS is pending.

NOTE 12 - COMMITMENT

The Agency entered into an employment contract with its Chief Executive Officer to be automatically renewed on a yearly basis. The contract provides for a minimum annual salary and other benefits, adjusted for cost of living changes, and incentives based upon the Agency's attainment of certain goals and objectives. In addition, the contract stipulates severance pay and certain benefits be paid for a six-month period under specific circumstances. At July 31, 2020, the total commitment, excluding incentives, was \$192,843.

HEALTHCENTRIC ADVISORS

NOTES TO FINANCIAL STATEMENTS

NOTE 13 - SUBCONTRACT AGREEMENT

In accordance with the CMS 11th scope of work contract, the Agency subcontracted substantially with the Connecticut Peer Review Organization d/b/a Qualidigm to perform services for the states of Vermont, Connecticut and New Hampshire under the CMS contract. The Agency entered into an IDIQ cost plus fixed fee subcontract agreement in which the subcontractor is reimbursed for CMS allowable and allocable costs, to the extent of the maximum value allowed under the 11th scope of work contract. The term of the subcontract agreement coincided with the 11th scope of work contract through July 2019 and was not renewed under the 12th scope of work contract. Amounts incurred under the subcontract totaled \$4,893,891 for the year ended July 31, 2019.

Healthcentric Advisors
Board Officers and Directors
2021 - 2022

Member	Position	Voting Member	Affiliation	Representation Class	
Officers of the Board of Directors					
1	Stephen J. Kogut, Ph.D., MBA, R.Ph.	<i>Chair</i>	Y	University of Rhode Island	Business/Civic/ Academic
2	Matthew R. Trimble, CNHA	<i>Vice Chair</i>	Y	Saint Elizabeth Community	Healthcare - Provider
3	Claire M. Iacobucci, CPA	<i>Treasurer</i>	Y	Kahn, Litwin, Renza & Co., Ltd.	Business/Civic/ Academic
4	Donna Huntley-Newby, PhD., RN	<i>Secretary</i>	Y	Rhode Island College	Healthcare - Nursing
5	H. John Keimig, MHA, FACHE	<i>CEO</i>	Y	Healthcentric Advisors	Ex Officio
Members of the Board of Directors					
6	Paul F. McKenney, MD	Member	Y	VA Medical Center	Healthcare - Physician
7	Neal J. Galinko, MD	Member	Y	Neighborhood Health Plan of RI	Business/Civic/ Academic
8	Paula A. Parker	Member	Y	Consumer/Medicare Beneficiary	Consumer
9	G. Alan Kurose, MD, MBA	Member	Y	Coastal Medical/Lifespan	Healthcare - Provider
10	Gus Manocchia, MD	Member	Y	Blue Cross Blue Shield of RI	Business/Civic/ Academic
11	Hugh Hall	Member	Y	Consumer/Medicare Beneficiary	Consumer
12	The Honorable Thomas J. Izzo	Member	Y	Consumer/Medicare Beneficiary	Consumer
13	Allyson Ventura-Tesillo	Member	Y	Progreso Latino	Business/Civic/ Academic



Karen D'Antonio, RN, CDOE

Program Administrator

Ms. D'Antonio has more than 20 years of nursing healthcare management experience that crosses multiple healthcare settings, including and primary care and long-term care. She has experience in direct-care nursing, nurse care management, and project management. She is a Program Administrator at Healthcentric Advisors, serves as the RI Quality Payment Program (large practice) lead providing Quality Payment Program (QPP) technical assistance to eligible providers. Ms. D'Antonio works on the CMS Comprehensive Primary Care Plus (CPC+) Initiative as the CPC+ Region Lead providing project management and practice facilitation. She guides 30

CPC+ primary care practices in practice transformation integrating these key functions: (1) Access and Continuity; (2) Care Management; (3) Comprehensiveness and Coordination; (4) Patient and Caregiver Engagement; and (5) Planned Care and Population Health.

Professional Experience

Feb 2016 – Present Healthcentric Advisors Providence, RI

Program Administrator

- Provides project management and on-site practice facilitation for the Rhode Island Region CMS Comprehensive Primary Care Plus (CPC+) Initiative
- Guide 30 CPC+ primary care practices in practice transformation integrating the key CPC+ Functions: (1) Access and Continuity; (2) Care Management; (3) Comprehensiveness and Coordination; (4) Patient and Caregiver Engagement; and (5) Planned Care and Population Health
- Supports practices in maximizing use of health information technology and utilizing data to improve outcomes
- Support operational and clinical process change for primary care practices in order to:
 - Increase clinic efficiency through team-based care
 - Improve access and quality of care
 - Promote better identification of health care needs of patients and connection to appropriate care
- Served as the RI Quality Payment Program large practice lead providing QPP technical assistance to eligible providers
- Provide assistance to physician practices to streamline data submission for CMS incentive and quality improvement programs
- Created MACRA/MIPS focused presentations for webinars and in-person events
- Served for 2 years as Transforming Clinical Practice Initiative (TCPI) project lead for Rhode Island and Massachusetts



- | | | |
|--|--|-----------------------|
| 2011 – 2016 | University Medicine
<i>Nurse Care Manager</i> <ul style="list-style-type: none">• Completed initial patient assessments, including a comprehensive medical, psychosocial and functional evaluations at a 9,000 patient primary care physician practice• Utilized motivational interviewing with patients for effective intervention and support• Identified and managed the needs of high risk patients, including medication reconciliation• Provided chronic disease education including the pathology, signs and symptoms, complications and treatment• Facilitated care coordination with specialists, hospitals, and other care providers through the timely communication of information for patient care and discharge planning• Supported the care team with reviewing and addressing clinical quality measures, emergency room and hospital utilization, access to care, and patient satisfaction• Co-managed the practice level PCMH transformation efforts and achieved NCQA Level 3 Recognition | Providence, RI |
| 2005 – 2011 | Healthcentric Advisors
<i>(Formerly Quality Partners of Rhode Island)</i>
<i>Senior Program Coordinator</i> <ul style="list-style-type: none">• Acted as the Coach Manager and Home Health Agency (HHA) Lead on a Medicare pilot program to improve care transitions, including assisting Rhode Island HHAs with quality improvement readmission reduction initiatives• Oversaw the implementation of the Care Transition Intervention (CTI) coaching model in six Rhode Island hospitals, including management of four full-time equivalent coaches• Facilitated a HHA community of practice, providing education on Outcome-Based Quality Improvement (OBQI) methodology and technical assistance• Provided on-site assistance to primary care physician offices participating in a Medicare pilot program to improve care for patients with diabetes, slowing the progression of diabetes to Chronic Kidney Disease• Acted as a Practice Coach for 13 physician offices supporting PCMH transformation, developed tools and resources for PCMH transformation and facilitated monthly best practices sessions• Coordinated the Home Health Quality Improvement National Campaign in Rhode Island for HHAs | Providence, RI |
| 2002 – 2012
2005 – 2012 | VNA of Care New England
<i>On Call Manager</i> <ul style="list-style-type: none">• Responded to clinical and non-clinical situations calls after normal business hours• Provided skilled assessments, interventions and supportive care for adult therapeutic and hospice patients and their families | Warwick, RI |



- 2004 – 2005** *Adult Therapeutic Manager*
- Co-Managed Team of 20 multidisciplinary clinicians and oversaw day to day team operations for 175 patients
 - Performed staff performance evaluations, reviewed and edited clinical policies and procedures, gave orientations to new staff, and supported after-hours patient triage
- 2002 – 2004** *Care Manager*
- Audited medical records to ensure documentation and compliance with agency, State, and Federal regulations
 - Developed performance improvement initiatives for maternal child health (MCH) team, including education regarding State and Federal regulations and transitioned team to computerized system
 - Liaison to all third party payers, obtained authorization for services
- 1995 – 2002** **South Shore VNA** **Braintree, MA**
- 2000 – 2002** *Per-Diem Manager*
- Managed per diem pool of 20 -25 RN's, oversaw weekend patient assignments and coordinated weekend admissions
 - Responsible for staff performance evaluations, OASIS education, documentation review, and new per diem hire orientation
- 1995 – 1999** *Staff Nurse*
- Provided case management and skilled care for Oncology patients
- Education**
- 1995** **Associate of Science, Nursing** **Quincy, MA**
Quincy College
- 1991** **Bachelor of Science, Government and History** **Boston, MA**
Suffolk University
- Certifications**
- 2018** *Trainer – Chronic Pain Self- Management Program*
Self-Management Resource Center (formerly Stanford)
- 2015** *ICD10 Training*
- 2011** *EMR Training – eClinicalWorks and CareTracker*
- 2010** *Rhode Island Certified Diabetes Outpatient Educator (CDOE)*
- 2010** *Business Management, Certificate*
Bryant University
- 2006** *OASIS Certification Training*
- 2005** *OBQI Training*
- 2004** *Home Health ICD 9 Coding*
- 2004** *Hospice Training*



Relevant Skills

Project management, Clinical (RN licensed in MA and RI) program development and implementation, training and education, quality improvement, care coordination and practice transformation

Professional Affiliations

Rhode Island Certified Diabetes Outpatient Educators Association

Abstract Acceptances/Presentations

Guest speaker, 2018 Rural Health Conference, Newry, Maine (November 7, 2018), *Partnering with a Patient and Family Advisory Council (PAC) to Enhance Outcomes.*



Robert Mencunas, BS

Senior Program Coordinator



Robert Mencunas is a Senior Program Coordinator at Healthcentric Advisors. Mr. Mencunas has over twenty years of experience in healthcare, quality improvement measures, and data analysis. As Senior Program Coordinator, Rob is responsible for helping small practices and physicians with measures development and reporting. He assists with the eligible clinicians and practices on the QPP for MIPS Medicare in Massachusetts Rhode Island, New Hampshire and Connecticut.

Professional Experience

- | | | |
|---------------------------|---|-----------------------|
| Apr 2017 – Present | Healthcentric Advisors | Providence, RI |
| | <i>Senior Program Coordinator</i> | |
| | <ul style="list-style-type: none">• Provide telephonic and remote support to assist providers, as they transition to MACRA/MIPS• Coordinate and lead tasks, ensuring the day-to-day assignments are completed• Organize and facilitate meetings, including the creation of agendas and preparation of materials and program collateral• Serve as resource for both internal and external partners• Focus on dissemination of MACRA/MIPS marketing and education | |
| 2012 – 2016 | Rhode Island Primary Care Physicians Corporation | Cranston, RI |
| | <i>Senior Data Analyst</i> | |
| | <ul style="list-style-type: none">• Managed and developed relationships with over 150 PCP's; achieved 100% of incentives (payouts) over past four years• Participated and led multiple strategic committees to develop strategies, quality measures and risk management• Facilitated quality measures and HCC coding resulting in approximately \$2.5mil in shared savings for the group• Imported yearly gap closures for over 70,000 patients• Liaison to third party payers• Custom report building for NCM's, PCP's, Office Managers, and third party payers• Trained PCP office staff in software use (EMR and third party) for data reporting; Recruited and trained additional data management staff | |
| 2000 – 2012 | Meketa Investment Group (MIG) | Westwood, Ma |
| | <i>Assistant Vice President</i> | |
| | <ul style="list-style-type: none">• Managed Data Group of analysts providing reporting and advisory services to MIG clients• Recruitment, hiring, professional development of team | |

R. Mencunas, BS



- Met and exceeded team goals. Quarterly reporting exceeded deadlines for over 100 clients
- Expanded the role of data analyst to include more direct participation in decision making surrounding group policies and procedures
- Developed training programs for new recruits within the data analyst group
- Proposed ideas to promote and increase the visibility of the data analyst group within the organization
- Functional tasks and responsibilities related to client reporting and report reconciliation
- Managed over 30 Investment accounts
- Review and error correction of team members' functional reporting to ensure data quality
- Responsible for performance management and career development

Senior Data Analyst

Data Analyst

Education

2000

Bachelors of Science, Human Dev. & Family Studies
University of Rhode Island

Providence, RI

Relevant Skills

Microsoft Office, Outlook, Access, Crystal Reports, SQL, EMR & CRM Systems
Factset, Morningstar Principia, Ibbotson, and eVestment Alliance

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary (7 months)	% Paid from this Contract	Amount Paid from this Contract
Karen D'Antonio	Program Manager	\$56,941.50	.52	\$29,609.58
Robert Mencunas	Recruitment Coordinator	\$50,851.50	.66	\$33,561.99