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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

February 26, 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 for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a contract with University of Massachusetts by and through Commonwealth Medicine as a part of the UMass Chan Medical School (VC #177576), Shrewsbury, MA, in the amount of $99,997 for Research and Development Services for a doula supports and recovery program, including supports for pregnant people affected by perinatal substance use with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through December 31, 2022. 100% Other Funds (Governor's Commission on Alcohol and Other Drugs).

Funds are available in the following account for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92058501	$34,000
2023	102-500731	Contracts for Prog Svc	92058501	$65,997
			Total	**$99,997**

EXPLANATION

The purpose of this request is to research and develop evidence-informed models for a pilot program of dual-certified doula and recovery support workers to support pregnant and postpartum people affected by perinatal substance use disorder. The Contractor will conduct research and recommend to the Department of Health and Human Services (Department) at least two (2) program models to implement, one of which the Department anticipates will be incorporated into a future solicitation.

On February 19, 2021, the Governor's Commission on Alcohol and Other Drugs, through the recommendation of the Perinatal Substance Exposure Taskforce, approved funding to explore and implement a pilot program for doula and recovery supports for pregnant people affected by perinatal substance use.

Doulas for pregnant and parenting people are non-medical professionals who provide emotional, physical, and informational support and guidance in different aspects of reproductive health. People receiving doula care have been found to have improved health outcomes for both themselves and their infants, including higher breastfeeding initiation rates, fewer low birth weight babies, and lower rates of cesarean sections. Doulas can also help reduce the impacts of racism and racial bias in health care on pregnant people of color by providing individually tailored, culturally appropriate, and patient centered care and advocacy.

Certified Recovery Support Workers (CRSW) are individuals who provide substance misuse recovery supports to individuals either seeking recovery or in recovery from a substance use disorder, and are certified in accordance with the statute governing certification is New Hampshire RSA 330 C-19.They assist individuals experiencing Substance Use Disorder, providing one of the most effective forms of support for individuals experiencing SUD. Through shared understanding, respect, and mutual empowerment, recovery support workers help people get involved with and stay engaged in the recovery process, which can reduce the likelihood of relapse.

The pilot model for New Hampshire is comprised of a dual doula-certified/CRSW whereby the CRSW is an individual in active recovery or with a family member or significant other who is or has experienced substance use disorder, and who obtains or has dual certification as both a birth and postpartum doula and a CRSW. The Dual doula Certified/CRSW workers will assist pregnant and postpartum people in recovery from substance use disorder, and provide assistance to navigate all phases of pregnancy and post pregnancy.

The Contractor will define the programmatic, business and technical requirements needed to develop a future procurement for the Department to solicit services for implementation of a pilot dual-certified doula/CRSW program. The Contractor will develop two (2) pilot program models for a certified doula/CRSW program that the Department will review and use to develop a model for the subsequent pilot program.

The Department will monitor services through regular meetings with the Contractor, and by the Contractor's adherence to the approved timetable for delivery of services, including:

- Submitting weekly project status reports.
- A presentation of the Contractor's preliminary findings.
- Presenting a data collection template for approval by the Department.
- Submitting a final report.

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 October 22, 2021 through November 30, 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, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not be able to develop a model for a dual-certified doula/CRSW program and implement a pilot program.

Area served: Statewide

Source of Federal Funds: 100% Other Funds (Governor's Commission on Alcohol and Other Drugs.)

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

Respectfully submitted,

for

Lori A. Shibinette
Commissioner

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

Project ID # **RFP-2022-BDAS-07-RESEA**

Project Title **Research and Development Services for Doula Supports and Recovery Coach - Supports for Pregnant People Women Affected by Perinatal Substance Use**

	Maximum Points Available	UMass-Chan School of Medicine	Growth Partners, LLC	JSI, Inc.
Technical				
5.2.1. Personnel (Q1)	**20**	17	18	14
5.2.2. Work Plan (Q2)	**20**	17	15	18
5.2.3. Project Management (Q3)	**15**	12	13	14
5.2.4. Research (Q4)	**15**	15	14	10
5.2.5. Presentation (Q5)	**5**	5	5	5
5.2.6. Final Report (Q6)	**20**	18	18	19
5.2.7. Environmental Scan (Q7)	**15**	13	14	12
5.2.8. Cost/Benefit Analysis (Q8)	**15**	10	13	14
5.2.9. Confidentiality (Q9)	**10**	6	10	10
5.2.10. Bias Controls (Q10)	**5**	4	5	4
Subtotal - Technical	**140**	**117**	**125**	**120**
Cost				
5.3.1. Budget (Appendix B)	**70**	65	20	56
5.3.2. Program Staff List (Appendix D)	**30**	27	27	16
Subtotal - Cost	**100**	**92**	**47**	**72**
TOTAL POINTS	**240**	**209**	**172**	**192**

	Reviewer Name	Title
1	Jill Burke	Prevention Services Administrator
2	Sara Suter	Program Specialist IV
3	Shawn Blakey	Program Specialist IV

Subject: Research and Development Services for Doula Supports and Recovery Program - Supports for Pregnant People Affected by Perinatal Substance Use (RFP-2022-BDAS-07-RESEA-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 University of Massachusetts by and through Commonwealth Medicine as a part of the UMass Chan Medical School		1.4 Contractor Address 333 South Street Shrewsbury, MA 01545	
1.5 Contractor Phone Number (508) 450-2913	1.6 Account Number 05-95-92-920510-33820000-102-500731	1.7 Completion Date December 31, 2022	1.8 Price Limitation $99,997
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Patti Onaroto RN, MS, ANP 64AA3736B0841C... Date: 2/23/2022		1.12 Name and Title of Contractor Signatory Patti Onaroto RN, MS, ANP Deputy Executive Vice Chancellor	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C83442... Date: 2/24/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox 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: DocuSigned by: Robyn Guarino 7487348849414B0... On: 2/25/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS PORMA
Date 2/23/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS PORM

Date 2/23/2022

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 PORM (DS)

Date 2/23/2022

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS PORM

Date 2/23/2022

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 one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. 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.

1.3. Paragraph 14, Insurance, Subparagraph 14.1, Part 14.1.1 is amended to read as follows:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $750,000 per occurrence and $2,000,000 aggregate or excess; and

New Hampshire Department of Health and Human Services
Research and Development Services for Doula Supports and Recovery Program - Supports for Pregnant People Affected by Perinatal Substance Use

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall define the programmatic, business and technical requirements needed to develop a future procurement or procurements for the Department to solicit services for implementation of a dual-certified doula and certified recovery support worker program (CRSW) (certified doula/CRSW program) for pregnant and post-partum people.

1.2. The Contractor shall develop two (2) pilot program models for a certified doula/CRSW program that:

1.2.1. Enhance substance use disorder (SUD) services to pregnant and post-partum people (PPP);

1.2.2. Facilitate the availability of peer-based SUD support services for PPP, their families, and children;

1.2.3. Integrate existing mental health supports for PPP, their families, and children;

1.2.4. Build strong collaborative relationships with a hospital and/or a federally-qualified health center (FQHC) and obstetrician-gynecologist physicians;

1.2.5. Include a trauma-Informed system of assessments, interventions, and social-emotional skill building services;

1.2.6. Consider care coordination and case management to ensure coordination of Medicaid benefits and other benefits;

1.2.7. Promote effective and efficient coordination and delivery of services across multiple systems and providers;

1.2.8. Coordinate Recovery Support Services (e.g. child care, vocational, educational and transportation);

1.2.9. Ensure home visits from certified doula/CRSW;

1.2.10. Include outreach, engagement and recruitment;

1.2.11. Ensure culturally and linguistically competent services;

1.2.12. Have the ability to provide services to no less than 25 PPP and their families annually during the project period; and

1.2.13. Have provisions to ensure staff are trained in cultural with diversity and sensitivity.

1.3. The Contractor shall schedule and facilitate an introduction meeting with the Department no later than 12 business days after the Agreement Effective Date

to discuss:

1.3.1. Goals, objectives, and deliverables;

1.3.2. Key components and minimum requirements for a certified doula/CRSW program; and

1.3.3. Requirements for the Department's solicitation process.

1.4. The Contractor shall provide a timetable for delivery of services, including due dates for each deliverable, no later than 20 business days after the Contract Effective Date that must include:

1.4.1. Completing a formative research assessment;

1.4.2. Conducting required interviews; and

1.4.3. Delivering a final report no later than six (6) months after the contract effective date.

1.5. The Contractor shall conduct a formative research assessment including:

1.5.1. Conducting an environmental scan of current certified doula/CRSW programs for PPP affected by perinatal substance exposure nationally and internationally;

1.5.2. Conducting literature review of best practices nationally and internationally; and

1.5.3. Conducting interviews with stakeholders, including, but not limited to:

1.5.3.1. Governor's Commission on Alcohol and Other Drugs Perinatal Substance Exposure and Healthcare Taskforces.

1.5.3.2. No less than similar programs, two of which must be located in the United States.

1.5.3.3. No less than three (3) New Hampshire Organizations that offer supports and services for PPP with SUD.

1.5.3.4. No less than three (3) New Hampshire Recovery Care Organizations.

1.5.3.5. Department's Division of Child and Maternal Health.

1.5.3.6. Department's Division of Medicaid Services.

1.6. The Contractor shall provide appropriate staffing for the services required in this Agreement. One (1) staff member may fulfill one (1) or more roles. At a minimum, the Contractor shall provide personnel for the following positions:

1.6.1: Project Manager;

1.6.2 Research Analyst; and

1.6.3. Subject Matter Expert.

1.7. The Contractor shall provide personnel with the following experience and skills:

1.7.1. Subject matter expertise and experience in doula supports;

1.7.2. Peer recovery support worker programs expertise and experience;

1.7.3. Project management expertise and experience;

1.7.4. Business and technical writing, and research skills;

1.7.5. Privacy and confidentiality safeguarding awareness; and

1.7.6. Excellent active listening skills that lead to building trust, consensus, and enables prompt resolution of conflicting requirements.

1.8. The Contractor shall provide services in accordance with Table 1.8-T, Activity, Deliverable, or Milestone, below. Any document, including written deliverables, must be delivered in a format specified by the Department, and must be available in an electronic format.

Table 1.8-T		**Weeks Beginning on Agreement Effective Date**	
Ref. #	**Activity, Deliverable or Milestone**	**Start week**	**End week**
	Project Management		
1	Conduct project kick-off meeting	1	1
2	Finalized work plan	1	3
3	Weekly stakeholder outreach/interview progress report	1	26
4	Weekly project status reports	1	26
5	**Research**		
5-a	Conduct research		
5.1	Conduct literature review	1	4
5.2	Conduct environmental scan	1	3
5.3	Synthesize findings from literature review and environmental scan	4	5
6	Interview key Department and community stakeholders		
6.1	Draft interview guide	4	5
6.2	Obtain feedback from DHHS on interview guide	6	6
6.3	Incorporate feedback and finalize interview guide	6	7
6.4	Identify individuals to be interviewed	2	5
6.5	Schedule interviews	4	7

6.6	Conduct interviews	8	11
6.7	Synthesize findings from interviews	10	13
7	Conduct research of industry standards and possible solutions		
7.1	Identify possible solutions	2	5
7.2	Draft criteria for evaluating possible solutions	4	5
7.3	Obtain feedback from DHHS and stakeholders on criteria	6	11
7.4	Finalize criteria	12	13
8	Conduct research to determine budget estimates		
8.1	Develop budget template	4	5
8.2	Develop data collection template	4	6
8.3	Request data from sample programs	7	10
8.4	Analyze data	10	13
9	**Presentation**		
9.1	Presentation of preliminary findings	14	14
9.2	Obtain feedback from DHHS and integrate	14	15
10	State acceptance of preliminary findings	15	15
11	Delivery of final report		
11.1	Draft final report	21	24
11.2	Submit draft report for review	24	24
11.3	Obtain feedback from DHHS and incorporate feedback	25	26
12	Develop budget estimates for proposed solutions	18	22
13	Final reports submitted and accepted by DHHS	26	26
	Final Report		
14	Solution Recommendations		
14.1	Define potential solutions	16	19
14.2	Apply criteria to evaluate potential solutions	19	21
14.3	Develop recommendations	21	22
15	Market Research Report	18	20
16	Identify Risks	18	20
17	Training and Readiness Plan	21	23
18	Statement of Work: defines scope for at least 2 models	20	23

1.8.1. The Contractor shall adjust the delivery of services described in Table 1.8-T, above, as needed to facilitate the effective completion of contracted services, with approval from the Department.

1.9. The Department will monitor Contractor performance by the Contractor's adherence to the requirements and timeframes described in Table 1.8-T Activity, Deliverable or Milestone, above.

1.10. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results

1.11. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

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

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

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

3. Reporting Requirements

3.1. The Contractor shall submit a final report that includes:

3.1.1. A narrative description of the methodology used;

3.1.2. Key results and findings and implications as they relate to the design of the program; and

3.1.3. Recommendations for at least two (2) proposed models for program implementations with a narrative description of the strengths and weaknesses of each proposed model and a complete statement of work for each of the selected services models.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

4.1.1. 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.

4.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate

Programs and Services

4.2.1. The Contractor shall submit, within ten (10) business 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.

4.3. Credits and Copyright Ownership

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

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

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

4.3.3.1. Brochures.

4.3.3.2. Resource directories.

4.3.3.3. Protocols or guidelines.

4.3.3.4. Posters.

4.3.3.5. Reports.

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

5. Records

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

5.1.1. 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.

5.1.2. 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.

5.1.3. 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.

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

New Hampshire Department of Health and Human Services
Research and Development Services for Doula Supports and Recovery Program Supports for Pregnant People Affected by Perinatal Substance Use

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Other funds (Governor's Commission on Alcohol and Other Drugs funds).
2. The Contractor shall submit invoices for payment in a form satisfactory to the Department by the based on the schedule in Table1, below:

Table 1

Line #	Payment Criteria	Amount
1	Upon Delivery of Week 3 stakeholder outreach/interview Progress report	$9,997
2	Upon acceptance of preliminary findings by the Department	$40,000
3	Upon submission of draft final report to the Department	$30,000
	Upon acceptance of final report by the Department	$20,000
	Total	**$99,997**

3. The Contractor shall ensure each invoice is completed, dated and returned to the Department in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov, or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

5. 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.
6. 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.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

8. 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.

9. 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.

10. 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.

11. Audits

    11.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

        11.1.1. 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.

        11.1.2. 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.

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

    11.2. 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.

    11.3. 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.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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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Vendor Initials _____
2/23/2022
Date _____

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:

DocuSigned by:
Patti Onaroto RN, MS, ANP
64AA57509B0041C...

2/23/2022
Date

Name: Patti Onaroto RN, MS, ANP
Title: Deputy Executive Vice Chancellor

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-I.)

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

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

Vendor Name:

DocuSigned by:
Patti Onaroto RN, MS, ANP
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2/23/2022
Date

Name: Patti Onaroto RN, MS, ANP
Title: Deputy Executive Vice Chancellor

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Vendor Initials

2/23/2022
Date

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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2/23/2022

Date _____

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Patti Onaroto RN, MS, ANP
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2/23/2022
Date

Name: Patti Onaroto RN, MS, ANP
Title: Deputy Executive Vice Chancellor

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PORMA
Contractor Initials

2/23/2022
Date

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.

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:

DocuSigned by:
Patti Onaroto RN, MS, ANP
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2/23/2022
Date

Name: Patti Onaroto RN, MS, ANP
Title: Deputy Executive Vice Chancellor

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Contractor Initials PORMA

Date 2/23/2022

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:

DocuSigned by:
Patti Onaroto RN, MS, ANP
64AA57369B0B41C...

2/23/2022
Date

Name: Patti Onaroto RN, MS, ANP
Title: Deputy Executive Vice Chancellor

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	UMass Chan Medical School
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C63442...	DocuSigned by: Patti Onaroto RN, MS, ANP 64AA57569B0841C...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Patti Onaroto RN, MS, ANP
Name of Authorized Representative	Name of Authorized Representative
Director	Deputy Executive Vice Chancellor
Title of Authorized Representative	Title of Authorized Representative
2/24/2022	2/23/2022
Date	Date

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 $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, 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 Entity Identifier (SAM UEI; Formerly 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:

DocuSigned by:
Patti Onaroto RN, MS, ANP
64AA57660B0841C...

2/23/2022
Date

Name: Patti Onaroto RN, MS, ANP
Title: Deputy Executive Vice Chancellor

FORM A

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

1. The UEI (SAM.gov) number for your organization is: MQE2JHHJW9Q8

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

DS
PORMA
Contractor Initials _____

2/23/2022
Date _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

EXTRACT FROM THE RECORDS OF UNIVERSITY OF MASSACHUSETTS

Granting Authority to Execute Contracts and All Other Instruments

I, Zunilka Barrett, Secretary of the Board of Trustees of the University of Massachusetts, do hereby certify that the following is a true and complete copy of a vote duly adopted by the Board of Trustees of the University of Massachusetts at a meeting duly called and held on the fifth day of February, nineteen hundred and ninety-seven at the University of Massachusetts, Chancellor's Conference Room, Boston, Massachusetts:

"Further, to affirm that, except as to matters governed by the University of Massachusetts Intellectual Property Policy (Doc. T96-040), the Treasurer of the University of Massachusetts or his designee shall be the sole contracting officer of the University with the Authority to execute all contract, grants, restricted gifts (excluding endowments), and amendments thereto for sponsored programs in instruction, research, or public service, unless and until otherwise voted by the Board of Trustees."

I further certify that the Senior Vice President for Administration & Finance and Treasurer of the University, Lisa A. Calise, has retained the right to remain the sole contracting officer of the University of Massachusetts, but in her absence, she has designated Andrew W. Russell, Senior Assistant Vice President of Operations and Associate Treasurer.

I further certify that effective January 25,2022, the following is a list of designated individuals authorized in accordance with the afore referenced votes to review and execute all grants and contracts for sponsored programs in instruction, research and public service that are applicable to and received on behalf of the University of Massachusetts for their respective campuses.

Amherst Campus
Kumble R. Subbaswamy, Chancellor, Amherst Campus, Amherst, Massachusetts,
Michael F. Malone, Vice Chancellor, Research and Engagement Amherst Campus, Amherst, Massachusetts,
Jennifer A. Donais, Assistant Vice Chancellor, Research and Engagement and Director of Research Compliance, Amherst Campus, Amherst, Massachusetts,
Marcia Day, Director, Office of Pre-Award Services, Amherst Campus,Amherst, Massachusetts
Laura J. Howard, Associate Director, Division of Continuing Education, Amherst Campus, Amherst, Massachusetts
Steven D. Goodwin, Deputy Chancellor, Amherst Campus, Amherst, Massachusetts
John Fillio, Assistant Director for the Office of Post Award Management, Amherst Campus, Amherst, Massachusetts
Alene Denson, Director, Office of Post Award Management, Amherst Campus, Amherst, Massachusetts,

Boston Campus
Marcelo Suárez-Orozco, Chancellor, Boston Campus, Boston, Massachusetts,
Kathleen Kirleis, Vice Chancellor for Administration and Finance, Boston Campus, Boston, Massachusetts,

Joseph Berger, Provost & Vice Chancellor for Academic Affairs, Boston Campus, Boston, Massachusetts,
Bala Sundaram, Vice Provost for Research and Strategic Initiatives and Dean of Graduate Studies, Boston Campus, Boston, Massachusetts,
Matthew L. Meyer, Associate Vice Provost for Research and Director of the Office of Research & Sponsored Programs, Boston Campus, Boston, Massachusetts,
Shala A. Bonyun, Assistant Director for the Office of Research and Sponsored Programs, Boston Campus, Boston, Massachusetts,

Dartmouth Campus
Mark Fuller Chancellor, Dartmouth Campus, Dartmouth, Massachusetts,
Michael Goodman, Acting Provost & Vice Chancellor for Academic Affairs, Dartmouth Campus, Dartmouth, Massachusetts,
Michelle M. Plaud, Manager of Pre and Post Award Administration, Dartmouth Campus, Dartmouth, Massachusetts,
Megan Hennessey-Greene, Director, Office of Research Administration, Dartmouth Campus, Dartmouth Massachusetts,
Ramprasad Balasubramanian, Vice Provost for Research and Academic Affairs, Dartmouth Campus, Dartmouth, Massachusetts,

Lowell Campus
Jacqueline F. Moloney, Chancellor, Lowell Campus, Lowell, Massachusetts,
Joseph Hartman, Provost, Lowell Campus, Lowell, Massachusetts,
Steven O'Riordan, Vice Chancellor for Finance and Operations, Lowell Campus, Lowell, Massachusetts,
Susan Puryear, Assistant Vice Chancellor for Research Administration, Development & Support Services, Lowell Campus, Lowell, Massachusetts,
Julie Chen, Vice Chancellor for Research & Innovation, Lowell Campus, Lowell, Massachusetts,
Anne Maglia, Associate Vice Chancellor, Research Administration, Lowell Campus, Lowell, Massachusetts,
Jacqueline Black, Director, Grants & Contracts Administration, Lowell Campus, Lowell, Massachusetts,

President's Office
Eric Heller, Executive Director of the University of Massachusetts Donahue Institute

Worcester
Michael F. Collins, M.D., Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,
James Glasheen, Executive Vice Chancellor Innovation & Business Development, University of Massachusetts Medical School, Worcester, Massachusetts,
John C. Lindstedt, Executive Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,
Katherine Luzuriaga, M.D., Vice Provost for Clinical and Translational Research, University of Massachusetts Medical School, Worcester, Massachusetts,
Janice Lagace, Associate Director Research Funding Services, University of Massachusetts Medical School, Worcester, Massachusetts,
Patti Onorato, Managing Director, Clinical Delivery Solutions, Commonwealth Medicine,

University of Massachusetts Medical School, Worcester, Massachusetts,
Terence R. Flotte, M.D., Dean, School of Medicine, Provost and Executive Deputy Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,
James McNamara, Executive Director, Office of Technology Management, University of Massachusetts Medical School, Worcester, Massachusetts,
Marcy Culverwell, Associate Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,
Amy Miarecki, Assistant Vice Chancellor, Grants and Contracts Administration, University of Massachusetts Medical School, Worcester, Massachusetts,
Danielle Howard, Director Clinical Research Operations, University of Massachusetts Medical School, Worcester Massachusetts,
Matty Spragens, Director of Sponsored Programs, University of Massachusetts Medical School, Worcester Massachusetts,
Lisa M. Colombo, Executive Vice Chancellor for Commonwealth Medicine, University of Massachusetts Medical School, Worcester Massachusetts
Elizabeth Giehl, Director of Grant Accounting and Compliance, University of Massachusetts Medical School, Worcester Massachusetts
Mark S. Klempner, MD, Executive Vice Chancellor for MassBiologics of UMMS, , University of Massachusetts Medical School, Worcester Massachusetts

I further certify that Lisa A. Calise, Andrew W. Russell, Kumble R. Subbaswamy, Michael F. Malone, Jennifer A. Donais, Marcia Day, Laura J. Howard, Steven D. Goodwin, John Fillio, Alene Denson, Marcelo Suárez-Orozco, Kathleen Kirleis, Joseph Berger, Bala Sundaram, Matthew L. Meyer, Shala A. Bonyun, Mark Fuller, Michael Goodman, Megan Hennessey- Greene, Ramprasad Balasubramanian, Michelle M. Plaud, Jacqueline F. Moloney, Steven O'Riordan, Julie Chen, Joseph Hartman, Anne Maglia, Susan Puryear, Jacqueline Black, Eric Heller, Michael F. Collins, MD, James Glasheen, John C. Lindstedt, Katherine Luzuriaga, MD, Janice Lagace, Patti Onorato, Terence R. Flotte, MD, James McNamara, Marcy Culverwell, Amy Miarecki, Danielle Howard, Matty Spragens, Lisa M Colombo, Elizabeth Giehl, and Mark S. Klempner are members of the University Administration with its principal office located at 333 South Street, Shrewsbury, County of Worcester, in the Commonwealth of Massachusetts.

Date: February 23, 2022

zunilka Barrett
Zunilka Barrett, Secretary to the Board of Trustees

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	**CONTACT NAME:** Marnie Inzero **PHONE (A/C, No, Ext):** 617-261-6700 **FAX (A/C, No):** 617-646-0400 **E-MAIL ADDRESS:** marnie_inzero@ajg.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** United Educators Ins, a Reciprocal Risk Retention — 10020 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED UNIVOFM-21 University of Massachusetts 333 South Street Suite 400 Shrewsbury MA 01545	

COVERAGES **CERTIFICATE NUMBER:** 203657973 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		U40-75A	5/1/2021	5/1/2022	EACH OCCURRENCE	$ 750,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 750,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:						SIR	$ 250,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate Holder is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

State of New Hampshire
129 Pleasant Street
Concord, New Hampshire. 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patrick J. Veale

University of Massachusetts
Amherst • Boston • Dartmouth • Lowell • Medical School • UMassOnline

To Whom It May Concern:

The University of Massachusetts, as an entity of the Commonwealth of Massachusetts, is self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

If you have any questions or concerns, please contact me at 774-455-7616. Thank you.

Sincerely,

Joshua Tucker
Insurance Risk Analyst

333 South Street, Suite 450 I Shrewsbury MA 01545-4176 I Tel: (774) 455-7616 I Fax: (774) 455-7574 I
www.umassp.edu

University of Massachusetts

UMASS Amherst • Boston • Dartmouth • Lowell • Medical School • UMassOnline

To Whom It May Concern:

As an entity of the Commonwealth Massachusetts, Massachusetts General Law Chapter 258 allows the University of Massachusetts to indemnify its employees for negligent acts. Therefore, the University chooses to self-insure certain professional liability exposures. If the University is deemed negligent for a professional liability claim, any award/settlement related to the claim would be paid by the University and/or the Commonwealth Comptroller's Office on behalf of the University.

If you have any questions or concerns please feel free to contact me. I can be reached at 774-455-7616

Sincerely,

Joshua M. Tucker
Insurance Risk Analyst

333 South Street, Suite 450 I Shrewsbury MA 01545-4176 I Tel: (774) 455-7616 I Fax: (774) 455-7574 I
www.umassp.edu

UMass Chan MEDICAL SCHOOL | Commonwealth Medicine

University of Massachusetts Board of Trustees

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Elizabeth D. Scheibel, JD, Vice Chair, Committee on Academic and Student Affairs, Vice Chair Governance Committee Legal Consultant
Steven A. Tolman, President, Massachusetts AFL-CIO
Victor Woolridge, Chair, University of Massachusetts Building Authority, VP Barings
Charles F. Wu, MBA, Managing Director BayNorth Capital

Kim Kamins

kim.kamins@umassmed.edu | (860) 742-5812

Design isn't just about attracting the attention of an audience, it's about conveying the client's message, evoking feelings and impressions that reflect and expand their brand. My client's goals and objectives are behind every design I create, using all my experience and skill to craft a unique and effective design that fulfills and exceeds their expectations.

EDUCATION

- UMASS Lowell, Summa cum laude BFA in Graphic Design/Illustration

SKILLS & PROFICIENCIES

- Graphic Design – Concept to Production
- Accessibility in Adobe & Microsoft
- Art Direction & Management of Freelance Staff
- Software Mastery:
  - Adobe InDesign
  - Adobe Illustrator
  - Adobe Photoshop
  - Acrobat Pro
  - Microsoft Word
  - Microsoft PowerPoint
  - Microsoft Excel

EXPERIENCE

UMass Chan Medical School – Commonwealth Medicine

Graphic Design Manager, 2015 – present

- Design PowerPoint presentations & templates, Word collateral & reports
- Design logos, brand identity, infographics, flyers, brochures & booklets, advertising – print & email, catalogs & annual reports, posters, booth graphics, charts & diagrams, and illustrations
- Design work for both internal and external clients, including: UHealthSolutions, WorkWithoutLimits, SNAP, SNAP-Ed, and Family Resource Centers

Pixel & Light/Creative Group

Freelance Graphic Designer, 2000 – 2015

- Designed logos, brand identity, packaging, web design, collateral, brochures, advertising, catalogs and annual reports
- Created illustrations for books, magazines, advertising, and murals
- Clients included: Lego, Commonwealth Medicine, Good Dog Products, BioAcoustic Research, Colonial Life/Capitol District, Bradley Foster Sargent, Amesbury Public Library, Adrenaline Design, Worcester Phoenix, and many more

Hasbro Games (The Creative Group)

Freelance Graphic Designer, 1998 – 2000

- Designed packaging and components for games
- Worked with clients and printers – design to production
- Hired and directed illustrators and photographers

Phoenix Media Group (Paragon Concept Co./TPI)

Sr. Graphic Designer, 1996 – 1998

- Designed advertising and new client launch campaigns, promotional and sales materials, client logos, brochures, newsletters, restaurant menus, and catalogs
- Directed junior designers and interns
- Worked with clients and printers – design to production

Reid Graphics

Graphic Artist, 1993 – 1996

- Designed logos and packaging labels
- Created separations, pre-press, color correction for printing

Robert W. Seifert, MPA

Executive Director, Health Law & Policy

UMASS MEDICAL SCHOOL Commonwealth Medicine

Education

Princeton University, Woodrow Wilson School of Public and International Affairs, Princeton, NJ:
MPA, Domestic Policy Analysis concentration

Wesleyan University, Middletown, CT:
BA, Economics

Robert Seifert is a 30-plus year public policy professional with leadership experience in state government, non-profit, and university settings. He has expertise in federal and state health care reform laws and programs; health coverage and access; and Medicaid policy, including waivers and state innovations, and other health insurance. Mr. Seifert is a highly skilled manager, writer, editor, public speaker, and data and policy analyst who develops and maintains strong relationships with public policy makers, government agency leadership, thought leaders in the health policy and reform arena, and university leadership.

Highlights

Commonwealth Medicine:

- Facilitated and led staff support for multi-stakeholder groups developing policy recommendations for long-term care financing (MA), the Basic Health Program option under the Affordable Care Act (CT), and pediatric primary care payment reform.
- Responsible in current leadership capacity for budgeting, hiring and retaining staff, cultivating and maintaining client relationships, strategic planning, and delivering quality work

Experience

Commonwealth Medicine, University of Massachusetts Medical School, Charlestown, MA ..... 2007 – Present

Executive Director, Health Law & Policy ..... 2018 – Present

As a member of the Commonwealth Medicine executive leadership team, oversees the full spectrum of activities of a university-based health policy consulting group serving public agencies, foundations, not-for-profit organizations and private firms engaged in health system reform and improvement.

Principal, Center for Health Law and Economics ..... 2007 – 2018

- Senior leader in a university-based center that provides health policy expertise to government and not-for-profit clients, with a focus on policies affecting low income and underserved populations. Select Connecticut-based projects include:
    - Blue Cross Blue Shield of Massachusetts Foundation (2007-Present)
        - Author policy publications and manage analytic teams on state health policy topics including the effects of the Massachusetts Medicaid waiver; reauthorization of the Children's Health Insurance Program; the effects of the Affordable Care Act on Massachusetts health reform; enrollment churn in public programs; and health insurance affordability.

- Massachusetts Medicaid (2008-Present)
  - Managed process of developing the proposal for a demonstration of integrated care for dual eligibles. Managed staff and project consulting on the development of a Health Home state plan amendment. Managed team researching approaches to delivering and financing care for homeless individuals in an accountable care environment. Consulted to the agency on development of Medicaid 1115 demonstration extensions.
- Child Health and Development Institute of Connecticut (2017 – 2019)
  - Provided support for the Pediatric Primary Care Payment Reform Study Group. Supervised background research on clinical and policy issues in pediatric practice and best practice models. Prepared materials for and facilitated study group meetings. Drafted recommendations and final report.
- Connecticut Health Foundation (2012-Present)
  - Conducts research, authors policy briefs, and presents analyses. Topics include the consequences of proposed eligibility reductions in Connecticut's Medicaid program and options for using waivers to improve health care affordability and access.

Tufts University School of Medicine, Boston, MA.....2013 – Present

Adjunct Instructor, "Health Care Reform and More: Current Topics in American Health Care Policy."

Massachusetts Medicaid Policy Institute, Boston, MA ..... 2004 – 2007

Executive Director ..... 2006 – 2007

Director of Policy and Research..... 2004 – 2006

- Leader of an independent, nonpartisan research institute dedicated to promoting a broader understanding and more rigorous and thoughtful public discussion of the Massachusetts Medicaid program.

The Access Project, Boston, MA ..... 1998 – 2006

Policy Director

Massachusetts Division of Health Care Finance and Policy (formerly the Massachusetts Rate Setting Commission), Boston, MA ..... 1991 – 1998

Health Policy Manager ..... 1993 – 1998

Director of Health Care Information ..... 1991 – 1993

New York City Human Resources Administration, Income Maintenance Programs, New York, NY..... 1987 – 1991

Project Director ..... 1989 – 1991

Executive Assistant to the Deputy Commissioner ..... 1987 – 1989

United States Department of Health and Human Services, Assistant Secretary for Planning and Evaluation, Office of Income Security Policy, Washington, DC ..... 1983 – 1985

Economist

Select Publications

Robert W. Seifert and Catherine Torri. What to Know About ACOs: The Latest on MassHealth Accountable Care Organizations. Blue Cross Blue Shield of Massachusetts Foundation, September 2019

Robert W. Seifert and Hilary Deignan. Transforming Pediatrics to Support Population Health: Recommendations for Practice Changes and How to Pay for Them. Child Health and Development Institute of Connecticut & Connecticut Health Foundation, February 2019

Rachel Gershon, Michael Grenier and **Robert W. Seifert**. The MassHealth Waiver 2016-2022: Delivering Reform. Blue Cross Blue Shield of Massachusetts Foundation, January 2017.

Robert W. Seifert, Rachel Gershon and Katharine London. Using Waivers to Improve Health Care Affordability and Access to Coverage in Connecticut and How Waivers Work: ACA Section 1332 and Medicaid Section 1115. Connecticut Health Foundation, October 2015.

Carol Gyurina, Jennifer Rosinski and **Robert Seifert**. Rising Health Care Costs in Massachusetts: What It Means for Consumers. Blue Cross Blue Shield of Massachusetts Foundation. April 2015

UMass Chan MEDICAL SCHOOL

Commonwealth Medicine

Katharine London, MS

Principal, Health Law & Policy

Education

Harvard School of Public Health, Boston, MA:
MS, Health Policy and Management

Harvard and Radcliffe Colleges, Cambridge, MA:
BA, Applied Mathematics with Biology

Katharine London has over 30 years of experience directing complex projects for government agencies, analyzing health care quality and cost data for a variety of health care insurer and provider types, developing payment methodologies, collecting and compiling complex data, and presenting results in consumer-friendly formats.

Ms. London's recent projects focus on expanding use of paraprofessionals, including doulas, recovery coaches, navigators, and community health workers and on expanding access to efficient and effective health care services, especially behavioral health services, for individuals involved in the criminal legal system.

Experience

Commonwealth Medicine, University of Massachusetts Chan Medical School, Charlestown, MA.....2009 – Present

Principal for Health Law and Policy

Member of senior leadership team of a university-based center providing consulting services in health economics and public policy analysis to government and not-for-profit clients. Recent projects include:

- *Doula Policy Development:* Conduct literature review and environmental scan to support development of Medicaid doula services policy in Massachusetts and Connecticut (2021)
- *Middlesex Restoration Center:* Lead effort to procure a vendor to implement an urgent behavioral health center designed to support police drop-offs and divert individuals with immediate behavioral health needs from incarceration in Middlesex County, Massachusetts (2021-2022)
- *Medicaid Expansion to Carceral Settings:* Lead effort to expand MassHealth (Massachusetts Medicaid) to cover otherwise eligible individuals detained or incarcerated in state and county correctional facilities; draft Medicaid 1115 Waiver request and develop operational plan that ensures access to service equivalent to access in the community (2020-Present)
- *Behavioral Health Supports for Justice Involved Individuals (BH-JI)*: Led effort to design, implement, and evaluate a demonstration to improve effective and efficient behavioral health services for MassHealth members involved with the criminal legal system, with a focus on reducing the risk of opioid overdose after discharge; designed intervention based on findings from published literature, stakeholder interviews, and data analysis; supported Medicaid 1115 waiver request development and statewide rollout (2017–2022)
- *Hospital transaction review*: Analyze proposed transactions among hospital systems to assess community benefits, in terms of improving or maintaining quality and access while containing costs, on behalf of the New Hampshire Department of Justice (2017–2021)
- *Use of Recovery Coaches in Opioid Use Disorder Care*: Led effort to investigate evidence on behalf of RIZE Massachusetts; conducted literature review; compiled certification requirements in each state; interviewed Recovery

Coaches and supervisors in 10 programs across six states; developed an interactive tool that helps users calculate caseload, budget, potential cost impacts, and Return on Investment (2018–2019)

- *Health and incarceration*: Lead effort to identify interventions that improve the health of individuals who were previously incarcerated, on behalf of the Minnesota Department of Health Services; identified successful interventions from published literature, interview stakeholders, analyze and synthesize findings, and recommend promising models (2017–2019)
- *CHW Impact Estimator*: Led effort to develop two interactive Excel-based Community Health Worker Impact Estimator tools on behalf of Families USA Developed methodology to enable users to adapt the models to their own program data, state, and implementation schedule (2018)
- *Community Health Worker (CHW) Advisory Committee*: Facilitated discussions of the Connecticut State Innovation Model (SIM) CHW Advisory Committee and assisted the group in developing recommendations regarding the training, promotion, utilization, and certification of CHWs, as well as establishing a framework for sustainable payment models for compensation (2016–2018)
- *CHW sustainable financing models*: Led effort to design sustainable, evidence-based community health worker interventions for populations with high unmet health needs in Connecticut, on behalf of the Connecticut Health Foundation; projected expected costs, improvements in health outcomes, savings in direct medical costs, financial return on investment (ROI), and recovered working days (2016–2017); provide technical assistance on model implementation (2021-2022)

Massachusetts Health Care Quality and Cost Council, Boston, MA..... 2007 - 2008

Executive Director

- Directed staff, policy development, and operations for this 16-member public-private council and established statewide goals to improve health care quality, to contain health care costs, and to reduce racial and ethnic disparities in health care in Massachusetts

Massachusetts Office of the Attorney General, Boston, MA..... 2003 – 2007

Director of Health Policy

- Advised the Massachusetts Attorney General and Assistant Attorneys General on health policy matters, Medicaid and CHIP issues, payment methods, rates, purchasing strategies, and other health care components of legal cases

Massachusetts Division of Health Care Finance & Policy, Boston, MA 2008 – 2013

Director, Office of Special Policy Initiatives.....2001–2003

Policy Development Manager 1996–2001

- Directed complex, high-profile, time-sensitive projects that crossed department and agency lines; advised the agency Commissioner and the Secretary of Health and Human Services on health policy issues

Massachusetts Rate Setting Commission, Boston, MA..... 1990 – 1996

Policy Analyst, Senior Policy Analyst, Assistant Manager

- Developed pricing methods and calculated payment rates for Massachusetts Medicaid, Uncompensated Care Pool and other Medicaid disproportionate share programs, and workers' compensation; calculated maximum allowable private sector charges under Massachusetts' All-Payer Rate Setting system

Lamar A. Polk, MPH, MSW, LICSW, CCM, C-ASWCM

Senior Associate, Health Law, and Policy

UMass Chan MEDICAL SCHOOL
Commonwealth Medicine

Education

Johns Hopkins University, Baltimore, MD
Doctor of Public Health (in progress)
Concentration: Health Equity and Social Justice

Dartmouth College, Hanover, NH
MPH (2019)
Concentration: Health Policy and Care Delivery

Boston College, Chestnut Hill, MA
MSW (2009)
Practice Method: Clinical Social Work, Concentration: Health

University of Houston, Houston, TX
BS, Magna Cum Laude (2005)
Major: Anthropology
Minor: History

Licenses/Certifications

Licensed Independent Clinical Social Worker (LICSW), MA

Certified Case Manager (CCM)

Certified Child and Adolescent Needs and Strengths (CANS) Clinician, MA

Certified Advanced Social Work Case Manager (C-ASWCM)

Professional Affiliations

American Public Health Association (APHA)
Member

National Association of Social Workers (NASW)
Member

Lamar Polk has notable experience working as the Assistant Director of Priority Populations, Bureau of Substance Addiction Services for Massachusetts' single state authority (SSA) for substance use and more than 12 years of advanced-practice experience in health care, behavioral health, and public health.

Mr. Polk's expertise includes program development, population health, racial equity and social justice, data-informed decision making, medical-behavioral comorbidity, multi-level systemic intervention, and medical and behavioral health systems-of-care.

Experience

Commonwealth Medicine, University of Massachusetts Chan School of Medicine ..... 2022 –

Senior Associate, Health Law and Policy

• Mr. Polk will assume this position in 2022.

Massachusetts Department of Public Health..... 2013 – 2021

Assistant Director of Priority Populations
Bureau of Substance Addiction Services..... 2019 - Present

- Directed statewide efforts to better serve priority populations who use substances: developed, implemented, and monitored addiction services for: justice-involved individuals, communities of color, individuals with co-occurring conditions, individuals with brain injury and other cognitive differences, older adults, etc.
- Supervised content experts who managed publicly-funded service contracts and projects for these populations
- Collected and monitored data to develop racially-equitable responses to population-based needs and disparities

Clinical Social Worker C
Lemuel Shattuck Hospital..... 2013 - 2019

- Provided psychosocial screening, assessment, diagnosis, treatment, and discharge planning services to patients with complex medical-behavioral comorbidities (e.g., medical issues coupled with substance abuse, chronic mental illness, developmental disorders, traumatic and acquired brain injury) on a specialized inpatient medical service

Simmons University, School of Social Work
Boston, MA ..... 2019 – 2020

Adjunct Faculty. contract

- Supervised practicum experiences and served as the academic advisor for mixed-panels of graduate-level, social work students

Beacon Health Options, Clinical AccessLine, Boston, MA ..... 2016 – Present

Clinical Care Manager I, per diem

- Conduct assessments to make appropriate referrals and certification decisions for members seeking access to mental health or substance abuse services

Beth Israel Deaconess Medical Center, Boston, MA ..... 2016 – 2017

Clinical Social Worker, Center for Violence Prevention, per diem

- Provided psychosocial screening, assessment, diagnosis, treatment, and follow-up to homicide survivors and victims who presented to the emergency department (ED)

Boston College, School of Social Work, Chestnut Hill, MA ..... 2015 – 2015

Adjunct Faculty, part-time

- Taught a graduate course on diversity and cross-cultural issues to first-year MSW student; topics of inquiry included anti-oppressive practice, multicultural social work practice, the social construction of difference, and social work practice with diverse peoples and cultures

Lahey Health Behavioral Services ..... 2010 – 2014

Mobile Crisis Clinician, per diem,
Emergency Services Program, Salem, MA ..... 2010 - 2014

- Provided emergency risks assessments, diagnosis, treatment, and follow-up to clients struggling with mental health and/or substance abuse issues in various settings (e.g., emergency departments, inpatient medical units, psychiatric group homes, adolescent residential programs, schools, shelters, jails, personal home)

Clinical Social Worker,
Bayridge Hospital, Lynn, MA ..... 2010 - 2013

- Provided psychosocial screening, assessment, diagnosis, treatment, and discharge planning services to patients with mental health and substance abuse issues (i.e., co-occurring issues) on a specialized inpatient psychiatric unit

Boston Medical Center, Boston, MA ..... 2009 – 2010

Clinical Social Worker, Center for Infectious Diseases

- Provided psychosocial screening, assessment, diagnosis, treatment, and follow-up to patients with HIV/AIDS and other infectious diseases in an outpatient infectious disease clinic
- Served as project coordinator of a HRSA-funded grant, assuring grant requirements and measures were successfully met to support HIV+ young adults in successfully transitioning from pediatric to adult primary care

Kristy Helscel, MPH

Health Policy Associate, Health Law and Policy

UMass Chan Medical School
Commonwealth Medicine

Education

Boston University, School of Public Health, Boston, MA
MPH, Epidemiology and Biostatistics

Davidson College, Davidson, NC:
BS, Psychology

Kristy Helscel is public health professional with a passion for influencing change across systems to better serve vulnerable populations and create value for all. She is experienced in health care delivery systems change, operations, research, and policy. Ms. Helscel's expertise includes project management, service delivery, health policy analysis, quantitative and qualitative research, data analytics, and manuscript preparation. She is skilled in using statistical and visualization tools such as SAS, SQL, R Studio, Dedoose, and Tableau.

Experience

Commonwealth Medicine, University of Massachusetts Chan Medical School, Shrewsbury, MA — 2020 – Present

Health Policy Associate, Health Law and Policy

- Support public agencies and non-profit foundations in developing health policy, structuring legal and financial frameworks, identifying opportunities and requirements under federal health reform, developing new payment systems, and implementing new programs
- Conduct policy analyses using financial, economic, statistical, demographic, and clinical data to identify potential policy, revenue, research, and business opportunities for various health system stakeholders
- Led the quantitative analysis for a Gun Violence Prevention program evaluation to inform future strategy and resourcing for community-based organizations
- Designed financial models with facility cost report data and Medicaid claims that have informed decision-making around topics such as an increase in payment rates for Federally-Qualified Health Centers and in access to behavioral healthcare providers

Mass General Brigham, Somerville, MA ..... 2018 – 2020

Project Specialist, Health Care Equity Quality and Patient Experience..... 2020 - 2020

- Led patient outreach initiatives leveraging a central nurse call center and texting platform during the COVID-19 pandemic to increase equitable access to health information, education, and clinical services in the Greater Boston Area
- Analyzed daily COVID-19 case surveillance data to inform system response to resources, staffing, and public health campaigns in communities disproportionately impacted by the COVID-19 pandemic
- Analyzed clinical care outcomes stratified by Race, Ethnicity, Age, and Language (REAL) data to drive team-based approaches that address health care inequities and reduce disparities in health outcomes
- Optimized and scaled electronic screening for social determinants of health and resource navigation to specialties, including Obstetrics and Gynecology

Project Specialist, Medicaid Accountable Care Organization Population Health Management..... 2018 – 2020

- Implemented, optimized, and scaled an Emergency Department Navigator program that exceeds key performance metrics at two academic medical centers and one community hospital
- Implemented electronic screening for social determinants of health and resource navigation across 132 primary care sites that enables care team members to address patients' unmet health needs

Boston University, College of Health and Rehabilitation Sciences
Boston, MA ..... 2017 – 2018

Graduate Research Assistant

- Evaluated cost-effectiveness of a Medicare Shared Savings Program Nurse Health Coach intervention implemented by Trinity Health to increase value for patients with multiple chronic conditions

OrthoCarolina, Charlotte, NC ..... 2015 – 2016

Program Coordinator, Value-Based Services and Quality Improvement

- Developed and evaluated a risk assessment used by nurse case managers to better predict appropriate peri-operative and post-acute care options for patients undergoing an elective hip or knee replacement
- Managed projects related to a Centers for Medicare and Medicaid Services Medicare Bundled Payments for Care Improvement program for 30 Diagnosis-Related Groups across 200 providers at 25 locations that resulted in cost savings and improved quality of care delivered to Medicare patients

Presentations and Papers

- Schiavoni, K.H., **Helscel, K.**, Vogeli, C., Thorndike, A.N., Camargo, C.A., & Samuels-Kalow, M.E. *Prevalence of social risk and social need in a Medicaid Accountable Care Organization.* [Manuscript submitted for publication]. Population Health Management, Mass General Brigham.
- Bakshi, S., Carlson, L.C., Gulla, J., Wang, P., **Helscel, K.**, Yun, B., Vogeli, C., & Flaster, A.O. (in press). *Improving care coordination and reducing ED utilization through patient navigation. American Journal of Managed Care*. Population Health Management, Mass General Brigham.
- **Helscel, K.**, Meltzer, J., Fnu, N., & O'Keefe, E.O. *Cost-effectiveness analysis of nurse health coaching in chronic care management*. [Unpublished manuscript]. College of Health & Rehabilitation Sciences, Boston University.
- **Helscel, K.** & Phull, T. (2019). *Addressing social determinants of health to improve care for vulnerable populations*. Presentation at the Partners HealthCare Quality, Safety, and Value Symposium.
- **Helscel, K.**, Bakshi, S., Kim, E., & Flaster, A. (2019). *Improving quality and continuity of care for vulnerable patients in the emergency department.* Poster session presented at the Annual Research Symposium co-sponsored by Partners HealthCare Population Health and the Mass General Hospital Mongan Institute Health Policy Center.

UMass Chan MEDICAL SCHOOL

Commonwealth Medicine

Jeremy Tourish, MPH

Policy Analyst, Health Law & Policy

Education

Boston University, School of Public Health, Boston, MA:
MPH, Health Policy and Management

Franklin and Marshall College, Lancaster, PA:
BA, Sociology

Jeremy Tourish is a Policy Analyst for Health Law and Policy. He has completed literature reviews, conducted interviews, and synthesized data to identify interventions to improve services provided to individuals with behavioral health needs who are involved with the criminal justice system in both Massachusetts and Minnesota. Mr. Tourish assisted in an effort to investigate evidence of the use of recovery coaches in opioid use disorder care on behalf of RIZE Massachusetts, which included conducting an extensive literature review; completing an environmental scan of certification requirements for recovery coaches in all 50 states; and conducting interviews with recovery coaches and supervisors in 10 programs across six states. In addition, he is part of a team that analyzed five proposed hospital system transactions on behalf of the New Hampshire Department of Justice Office of Charitable Trusts, with the culmination of this work being in-depth hospital profiles of each applicable facility and public-facing factsheets.

Prior to joining the UMass Chan team, Mr. Tourish was a Social Science Research Analyst for the US Department of Health and Human Services Office of the Inspector General. While there, he completed detailed analysis to identify potential for fraud, waste, and abuse in Medicare, Medicaid, and other public health programs.

Experience

Commonwealth Medicine, University of Massachusetts Medical School, Charlestown, MA.....2017 – Present

Policy Analyst

- Massachusetts Executive Office of Health and Human Services, MassHealth Office of Behavioral Health (October 2017 – Present)
  - Supported the design, procurement, implementation, and evaluation of a pilot intervention to employ peer supports to improve the effectiveness of behavioral health services for Massachusetts Medicaid (MassHealth) members involved with the criminal justice system, with a special focus on reducing the risk of opioid overdose after discharge.
  - Conducted an extensive literature review, environmental scan, and analysis to support the design of the intervention.
  - Evaluated the needs of the intervention's target population by touring multiple correctional facilities across Massachusetts to better understand the needs of the target population.
  - Supported the drafting and presentation of a summary of the intervention to multiple stakeholder groups during the implementation process.
- New Hampshire Department of Justice (November 2017 – Present)
  - Analyzed multiple proposed mergers of hospital systems to assess community benefits and to improve or maintain quality and access while containing costs.

- Supervised multiple staff members and contractors on the development of comprehensive consumer fact sheets that were used at public hearings.
- Developed in-depth hospital profiles to compare health measures among regions of New Hampshire and the U.S that were included as exhibits in the New Hampshire Department of Justice's final report on each merger.
- Project managed five three-to-six-month merger analyses over the course of three years.

- Minnesota Department of Human Services (October 2017 – July 2019)
  - Conducted extensive literature review, environmental scan, and analysis to identify successful interventions that improve the health of individuals who were previously incarcerated on behalf of the Minnesota Department of Human Services.
  - Interviewed stakeholders, analyzed and synthesized findings, and recommended promising models in a final summary report.
- RIZE Massachusetts (June 2018 – January 2019)
  - Conducted an extensive literature review and analysis of outcome studies focusing on the use of recovery coaches in opioid use disorder care.
  - Supervised the completion of an environmental scan of certification requirements in each state.
  - Managed the compiling of a comprehensive, and publicly available, database of certification requirements in each state.
  - Assisted in interviewing 29 Recovery Coaches and supervisors in 10 programs across 6 states and synthesizing those interviews in a final summary report.
  - Supported the development of an interactive tool that helps calculate caseload, budget, potential cost impacts, and return on investment for using Recovery Coaches in the treatment of those with opioid use disorder.
  - Developed and presented a poster highlighting the study's findings at the 2019 American Public Health Association's (APHA) Annual Expo.

U.S. Department of Health and Human Services (HHS), Office of Inspector General (OIG).....2016 - 2017

Social Science Research Analyst

- Evaluated Medicare, Medicaid, and public health programs through detailed research and analysis to highlight vulnerabilities and potential for fraud, waste, and abuse.
- Provided recommendations for improvement to Medicare, Medicaid, and public health programs through the application of qualitative and quantitative analysis.
- Contributed to the gathering and organizing of narrative, graphic, and statistical information into findings to report to program stakeholders.
- Supported the development of the content and design for an interactive web-based infographic for inclusion in a report on nursing home complaint investigations.

Rebecca Elliott, MPH

Policy Analyst, Health Law and Policy

UMass Chan Medical School
Commonwealth Medicine

Education

Boston University, School of Public Health, Boston, MA
MPH

Functional Certificate:
Health Law and Policy

Context Certificate:
Maternal and Child Health

Temple University, Philadelphia, PA:
BS, Public Health

Rebecca Elliott is public health professional with extensive knowledge of Medicare, Medicaid, and domestic and international healthcare systems.

Ms. Elliott's areas of focus include policy research and evaluation, policy writing and presentation, community assessment, and stakeholder engagement, and maternal mortality and morbidity research.

Experience

Commonwealth Medicine, University of Massachusetts Chan Medical School, Shrewsbury, MA — 2021 – Present

Policy Analyst, Health Law and Policy

- Perform policy and data analyses of health care and human services topics and issues, which will typically require an understanding of the project's goals, the policy context, and the ability to combine and synthesize data and information from multiple sources; assist with complex analyses
- Prepare written summaries and reports of policy and data analyses and provide input to written reports and other materials in easily understood formats for both internal and external distribution; prepare charts, graphs, tables, and presentations; draft written reports
- Obtain data and information from a wide variety of sources, including federal agencies, state agencies, insurers, health care providers, human services providers, academic and professional journals, professional organizations, foundations, news outlets, blogs, consulting project clients and consulting project partners
- Assess the quality of the data obtained by analyzing the data for missing data and/or inconsistencies and, as needed, assist with the development and implementation of methods to improve the quality of the data by obtaining missing values, resolving inconsistencies, or excluding selected data from analyses
- Organize data by constructing databases and spreadsheets and organize qualitative information in a manner that facilitates its use for policy analysis
- Assist in identifying sources of data and information relevant to specific analytic projects on health care and human services topics and issues

Harvard Public Health Review, Cambridge, MA — 2021 – 2021

Fellow

- Published 2 articles a month discussing the health of the American education system and its psychological effects on Black children

Institute for Health and Recovery, Cambridge, MA 2020 – 2021

Macro Systems Change Intern

- Engaged with state legislators to advocate for adapting the federal definition of developmental disabilities in MA
- Engaged with families/individuals affected by an FASD to promote legislative goal
- Reached out to parents/developmental disabilities/ advocacy groups to engage them in systems change
- Participated in MA Fetal Alcohol Spectrum Disorders (FASD) Task Force
- Updated massFAS Facebook and massFAS.org pages

Boston University School of Public Health, Boston, MA 2019 – 2021

Volunteer, The Period Project

- Assisted in creating school-wide health policies such as free access to menstrual hygiene products in every bathroom in the BU School of Public Health

Appendix E

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Commonwealth Medicine, UMass Chan Medical School

Program: Research and Development Services for Doula Supports and Recovery Coach Supports for Pregnant People Affected by Perinatal Substance Use

Budget Period: 1/1/22 - 6/30/22

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Coordinator	Sandra Smith	$21.00	40	$13,680	$43,680	31%	
Administrative Salaries							
Executive Director	Seifert, Robert W	138.25	0.8	$2,876	$143,781	2%	
Admin support staff (in aggregate)		40.09	2.6	$2,710	$41,694	7%	
Total Admin. Salaries				$5,586	$185,475	3%	
Direct Service Salaries							
Principal	London, Katharine	105.17	2.7	$7,292	$109,380	7%	
Senior Associate	Polk, Lamar	80.17	5.0	$10,422	$83,377	13%	
Associate	Helscel, Kristy	56.56	12.0	$17,647	$58,823	30%	
Policy Analyst	Elliott, Rebecca	43.43	8.0	$9,033	$45,163	20%	
Policy Analyst	Tourish, Jeremy	45.56	4.1	$4,896	$47,380	10%	
Design Manager	Kamins, Kim	59.91	0.6	$935	$62,305	2%	
Total Direct Salaries				$50,224	$406,427	12%	
Total Salaries by Program				$55,809.74	$591,902.06	9%	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

*Please list which site(s) each staff member works at, if your agency has multiple sites.