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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
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www.dhhs.nh.gov

March 29, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Foundation for Healthy Communities (VC#154533), Concord, NH to add funding and expand the scope of work to support training and technical assistance for the thirteen (13) New Hampshire Small Rural Hospitals, by increasing the price limitation by $1,058,657 from $5,662,818 to $6,721,475 with no change to the contract completion date of May 31, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on May 19, 2021, item #23, amended on December 8, 2021, item #12, and most recently amended on December 7, 2022, item #13.

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

See Attached Fiscal Details

EXPLANATION

This request is **Sole Source** because the Department is increasing the price limitation by more than 10% of the original contract, which was competitively bid. The Department is adding additional funding to further support chronic disease management initiatives in rural hospital service areas. This funding will allow the Department and the Contractor to provide chronic disease management and supportive services to rural populations who have difficulty accessing scarce resources in rural areas. The Contractor will continue to support the thirteen (13) New Hampshire Small Rural Hospitals by extending care teams with the guidance of the Contractor's Population Health Peer Group to improve patient outcomes in diabetes and heart disease. Federal funds are specifically available for rural areas of New Hampshire, where residents have less access to health management services. This additional funding will be used to improve project sustainability and the ability of the hospitals to maintain services after funding has ended.

The Contractor will also support Mobile Integrated Healthcare projects in two (2) Critical Access Hospitals. Mobile Integrated Healthcare utilizes community paramedics, emergency medical technicians and other community health care providers to support patients with chronic conditions in their homes to reduce emergency room visits and re-admission to the hospital. By supporting innovative care coordination, patient needs can be more fully supported and health outcomes improved.

The Department will continue to monitor contracted services by reviewing the reports from the Contractor of work completed at each New Hampshire Small Rural Hospital and through monthly monitoring meetings.

Should the Governor and Council not authorize this request the Department will be unable to provide the thirteen (13) New Hampshire Small Rural Hospitals with support necessary to improve team-based care for residents in their service areas with chronic conditions or ensure disease management services are accessible to all who need them.

Area served: Rural areas served by New Hampshire's Small Rural Hospitals.

Source of Federal Funds: Assistance Listing Number #93.391, FAIN #NH750T000031; Assistance Listing #93.301, FAIN #H3HRH00028; and Assistance Listing #93.913, FAIN #H95RH00149.

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

Respectfully submitted,

DocuSigned by:
Ann H. Landry
Lori A. Weaver

Interim Commissioner

Fiscal Details

05-95--090-902010-1227 HEALTH AND SOCIAL SERVICES, DEFT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90017003 (heart)	$150,000	$0	$150,000
2022	102-500731	Contracts for Prog Svc	90017002 (diabetes)	$250,000	$0	$250,000
2023	102-500731	Contracts for Prog Svc	90017003 (heart)	$20,000	$0	$20,000
2023	102-500731	Contracts for Prog Svc	90017002 (diabetes)	$0	$0	$0
			Subtotal	***$420,000***	***$0***	***$420,000***

05-95--90-902010-70460000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, ARTHRITIS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90017717	$80,000	$0	$80,000
2023	102-500731	Contracts for Prog Svc	90017717	$0	$0	$0
			Subtotal	***$80,000***	***$0***	***$80,000***

05-95-90-901010-24970000- HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY AND PERFORMANCE, SHIP ARP COVID MITIGATION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90076020	$3,066,713	$0	$3,066,713
			Subtotal	***$3,066,713***	***$0***	***$3,066,713***

05-95 -90-901010-57710000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90577150	$1,420,000	$0	$1,420,000
2023	102-500731	Contracts for Prog Svc	90577150	$200,000	$0	$200,000
2024	102-500731	Contracts for Prog Svc	90577150	$0	$1,000,000	$1,000,000
			Subtotal	***$1,620,000***	***$1,000,000***	***$2,620,000***

05-95 -90-901010-22190000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, SMALL HOSPITAL IMPROVEMENT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90076001	$9,667	$0	$9,667
2022	102-500731	Contracts for Prog Svc	90076001	$171,932	$0	$171,932
2023	102-500731	Contracts for Prog Svc	90076001	$149,753	$54,605	$204,358
2024	102-500731	Contracts for Prog Svc	90076001	$144,753	$0	$144,753
			Subtotal	***$476,105***	***$54,605***	***$530,710***

05-95 -90-901010-79650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, RURAL HEALTH AND PRIMARY CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	90076001	$0	$4,052	$4,052
			Subtotal	***$0***	***$4,052***	***$4,052***
			Total	***$5,662,818***	***$1,058,657***	***$6,721,475***

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Small Rural Hospital Population Health and Hotspotting Project contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Foundation for Healthy Communities ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 19, 2021, (Item #23), as amended on December 8, 2021, (Item #12), and most recently amended on December 7, 2022, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement, Section 1.2, subsection 3.3., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $6,721,475

2. Modify Exhibit B-Amendment #1, Scope of Services, Subsection 1.14 through 1.20, by removing it in its entirety.

3. Modify Exhibit B-Amendment #1, Scope of Services, by adding Subsection 1.21, to read:

   1.21 The Contractor shall support the Critical Access Hospitals (CAHs) by providing additional funding and support to implement training, facilitation, peer learning and technical assistance by providing the following services, which include but are not limited to:

   1.21.1 Engaging subject matter experts to help with planning and executing activities with and for the CAHs to more closely support needs in their service areas.

   1.21.2 Utilizing tools and resources to identify groups of individuals most at risk for having continuous unmet needs due to system barriers.

   1.21.3 Providing opportunities for both peer learning and individual consultation to assist CAHs in reaching their goals to serve all residents.

   1.21.4 Funding extensions of care teams that help to address treatment and management of chronic conditions for rural residents.

   1.21.5 Supporting the development and continuation of Mobile Integrated Healthcare services in rural areas of New Hampshire.

4. Modify Exhibit C - Amendment #1, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through Exhibit C-10, Amendment #3, PH COVID-19 Health Disparities SFY 2024 Budget.

5. Add Exhibit C-9, Amendment #3, Small Hospital Improvement SFY Budget, which is attached hereto and incorporated by reference herein.

6. Add Exhibit C-10, Amendment #3, Rural Health Primary Care SFY 2023 Budget, which is attached

hereto and incorporated by reference herein.

7. Add Exhibit C-11, Amendment #3, PH COVID-19 Health Disparities SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

3/27/2023
Date

DocuSigned by:
Patricia M. Tilley
846FB38F5BFD4C8...
Name: Patricia M. Tilley
Title: Director

Foundation for Healthy Communities

3/27/2023
Date

DocuSigned by:
[signature]
Name: Peter Ames
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

3/28/2023
Date

DocuSigned by:
Robyn Guarino
74873484494148D...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period

Contractor Name: Foundation for Healthy Communities
Budget Request for: Small Rural Hospital Population Health and Netsporting Project (Small Hospital Improvement)
Budget Period: Upon Governor and Council Approval through June 30, 2023
Indirect Cost Rate (if applicable): 5.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200	$0
5 (a) Supplies - Educational	$0
5 (b) Supplies - Lab	$0
5 (c) Supplies - Pharmacy	$0
5 (d) Supplies - Medical	$0
5 (e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$52,005
Total Direct Costs	$52,005
Total Indirect Costs	$2,000
TOTAL	$54,005

Contractor Initials: PA
Date: 3/27/2023

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period

Contractor Name: Foundation for Healthy Communities

Budget Request for: Small Rural Hospital Population Health and Hospolting Project (Rur

Budget Period: Upon Governor and Council Approval through June 30, 2023

Indirect Cost Rate (if applicable): 5.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5 (a) Supplies - Educational	$0
5 (b) Supplies - Lab	$0
5 (c) Supplies - Pharmacy	$0
5 (d) Supplies - Medical	$0
5 (e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$3,809
Total Direct Costs	$3,809
Total Indirect Costs	$193
TOTAL	$4,002

Contractor Initials: PA

Date: 3/27/2023

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period

Contractor Name: Foundation for Healthy Communities
Budget Request for: Small Rural Hospital Population Health and Hotspotting Project (PH COVID-19 Health Disparities)
Budget Period: July 1, 2023 - June 30, 2024
Indirect Cost Rate (if applicable): 5.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$13,200
2. Fringe Benefits	$1,700
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$6,000
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$932,481
Total Direct Costs	$952,381
Total Indirect Costs	$47,619
TOTAL	$1,000,000

Contractor Initials: PA
Date: 1/27/2023

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FOUNDATION FOR HEALTHY COMMUNITIES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 28, 1968. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63943**

Certificate Number: **0006170224**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of March A.D. 2023.

David M. Scanlan

Secretary of State

Foundation *for*
Healthy Communities

CERTIFICATE OF VOTE/AUTHORITY

I, Stephen Ahnen, of the Foundation for Healthy Communities, do hereby certify that:

1. I am the duly elected Secretary/Treasurer of the Foundation for Healthy Communities;

2. The following are true copies of two resolutions duly adopted by action of unanimous consent of the Board of Directors of the Foundation Healthy Communities, duly adopted on October 18, 2021;

RESOLVED: That this corporation, the Foundation for Healthy Communities, enters into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Executive Director or the Vice President of Quality Improvement or the Secretary / Treasurer for the Foundation for Healthy Communities are hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Peter Ames is the duly appointed Executive Director and Kristine Hering is the duly appointed Vice President of Quality Improvement and Stephen Ahnen is the duly appointed Secretary/Treasurer of the corporation.

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer of the Foundation for Healthy Communities this 24th day of March 2023.

BOARD MEMBER

NEWHAMP-02 TFAGERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/7/2022

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

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

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Gabe Reissman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: gabe.reissman@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hartford Casualty Insurance Company — 29424
INSURED New Hampshire Hospital Assoc. The Foundation for Healthy Communities Attn: Linda Lovesque 125 Airport Road Concord, NH 03301	INSURER B : Twin City Fire Insurance Company — 29459 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		08 SBA VW2923 SB	6/22/2022	6/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X		08 SBA VW2923 SB	6/22/2022	6/22/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		08WECIV5293	6/22/2022	6/22/2023	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 500,000 $ 500,000 $ 500,000

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

Foundation for Healthy Communities is considered a Named Insured for the above mentioned policies.

CERTIFICATE HOLDER

State of NH
Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

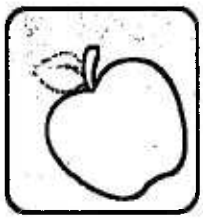
Foundation for Healthy Communities

Mission Statement

The mission of the Foundation for Healthy Communities is to build healthier communities for all by leading partnerships, fostering collaboration, and creating innovative solutions to advance health and health care.

125 Airport Road | Concord, NH 03301 | Phone: (603) 225-0900 | Fax: (603) 225-4346
www.healthynh.org | info@healthynh.org

BerryDunn



Foundation *for* Healthy Communities

FINANCIAL STATEMENTS

and

FEDERAL REPORTS IN ACCORDANCE WITH UNIFORM GUIDANCE

December 31, 2021 and 2020

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Foundation for Healthy Communities

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Foundation for Healthy Communities (Foundation), which comprise the statements of financial position as of December 31, 2021 and 2020, and the related statements of activities and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 18, 2022 on our consideration of the Foundation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Foundation's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Foundation's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 18, 2022

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Financial Position

December 31, 2021 and 2020

	2021	2020
ASSETS		
Current assets		
Cash and cash equivalents	$ 518,667	$ 345,201
Accounts receivable, net	194,633	547,234
Due from affiliate	141,135	115,780
Prepaid expenses	10,650	10,334
Total current assets	865,085	1,018,549
Investments	1,082,677	962,689
Property and equipment		
Leasehold improvements	1,118	1,118
Equipment and furniture	147,427	147,427
	148,545	148,545
Less accumulated depreciation	148,545	148,145
Property and equipment, net	-	400
Total assets	$1,947,762	$1,981,638
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	$ 22,995	$ 21,119
Accrued payroll and related amounts	109,901	91,070
Due to affiliate	98,369	97,731
Deferred revenue	9,110	6,949
Total current liabilities and total liabilities	240,375	216,869
Net assets		
Without donor restrictions		
Operating	1,137,512	923,080
Internally designated	379,316	489,296
Total without donor restrictions	1,516,828	1,412,376
With donor restrictions	190,559	352,393
Total net assets	1,707,387	1,764,769
Total liabilities and net assets	$1,947,762	$1,981,638

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statement of Activities and Changes in Net Assets

Year Ended December 31, 2021

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
Revenues					
Foundation support	$ 483,121	$ -	$ 483,121	$ -	**$ 483,121**
Program services	1,235,129	-	1,235,129	-	**1,235,129**
Seminars, meetings, and workshops	123,729	-	123,729	-	**123,729**
Interest and dividend income	16,943	-	16,943	-	**16,943**
Net realized and unrealized gain on investments	155,498	-	155,498	-	**155,498**
Gifts and donations	5	-	5	-	**5**
Grant support	-	-	-	383,312	**383,312**
Net assets released from restrictions	408,812	136,334	545,146	(545,146)	**-**
Net assets released from internally designated	246,314	(246,314)	-	-	**-**
Total revenues	2,669,551	(109,980)	2,559,571	(161,834)	**2,397,737**
Expenses					
Salaries, taxes and benefits	1,589,529	-	1,589,529	-	**1,589,529**
Other operating	120,006	-	120,006	-	**120,006**
Program services	715,818	-	715,818	-	**715,818**
Seminars, meetings, and workshops	29,366	-	29,366	-	**29,366**
Depreciation	400	-	400	-	**400**
Total expenses	2,455,119	-	2,455,119	-	**2,455,119**
Change in net assets from operations and total change in net assets	214,432	(109,980)	104,452	(161,834)	**(57,382)**
Net assets, beginning of year	923,080	489,296	1,412,376	352,393	**1,764,769**
Net assets, end of year	$1,137,512	$ 379,316	$1,516,828	$ 190,559	**$1,707,387**

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statement of Activities and Changes in Net Assets

Year Ended December 31, 2020

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
Revenues					
Foundation support	$ 463,120	$ -	$ 463,120	$ -	$ 463,120
Program services	3,396,795	-	3,396,795	-	3,396,795
Seminars, meetings, and workshops	22,033	-	22,033	-	22,033
Interest and dividend income	18,519	-	18,519	-	18,519
Net realized and unrealized gain on investments	93,504	-	93,504	-	93,504
Gifts and donations	196	-	196	-	196
Grant support	-	-	-	567,282	567,282
Net assets released from restrictions	338,026	237,213	575,239	(575,239)	-
Net assets released from internally designated	286,413	(286,413)	-	-	-
Total revenues	4,618,606	(49,200)	4,569,406	(7,957)	4,561,449
Expenses					
Salaries, taxes and benefits	1,462,230	-	1,462,230	-	1,462,230
Other operating	124,109	-	124,109	-	124,109
Program services	2,865,199	-	2,865,199	-	2,865,199
Seminars, meetings, and workshops	33,130	-	33,130	-	33,130
Depreciation	2,747	-	2,747	-	2,747
Recovery of bad debts	(400)	-	(400)	-	(400)
Total expenses	4,487,015	-	4,487,015	-	4,487,015
Change in net assets from operations and total change in net assets	131,591	(49,200)	82,391	(7,957)	74,434
Net assets, beginning of year	791,489	538,496	1,329,985	360,350	1,690,335
Net assets, end of year	$ 923,080	$ 489,296	$1,412,376	$ 352,393	$1,764,769

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Cash Flows

Years Ended December 31, 2021 and 2020

	2021	2020
Cash flows from operating activities		
Change in net assets	$ (57,382)	$ 74,434
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	400	2,747
Net realized and unrealized gain on investments	(155,498)	(93,504)
Change in operating assets and liabilities		
Accounts receivable	352,601	(189,782)
Prepaid expenses	(316)	(724)
Due from affiliate	(25,355)	(3,250)
Accounts payable	1,876	(121,842)
Accrued payroll and related amounts	18,831	44,885
Due to affiliates	638	36,044
Deferred revenue	2,161	(1,064)
Net cash provided (used) by operating activities	137,956	(252,056)
Cash flows from investing activities		
Purchases of investments	-	(1,890)
Proceeds from sale of investments	35,510	5,255
Net cash provided by investing activities	35,510	3,365
Net increase (decrease) in cash and cash equivalents	173,466	(248,691)
Cash and cash equivalents, beginning of year	345,201	593,892
Cash and cash equivalents, end of year	$ 518,667	$ 345,201

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

Organization

Foundation for Healthy Communities (Foundation) was organized to conduct various activities relating to healthcare delivery process improvement, health policy, and the creation of healthy communities. The Foundation is controlled by New Hampshire Hospital Association (Association) whose purpose is to assist its members in improving the health status of the people receiving healthcare in New Hampshire.

1. Summary of Significant Accounting Policies

Use of Estimates

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

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on existence or absence of donor-imposed restrictions.

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Foundation or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities and changes in net assets. At December 31, 2021 and 2020, the Foundation did not have any funds to be maintained in perpetuity.

Cash and Cash Equivalents

For purposes of reporting in the statements of cash flows, the Foundation considers all bank deposits with an original maturity of three months or less to be cash equivalents.

From time-to-time, the Foundation's total cash deposits exceed the federally insured limit. The Foundation has not incurred any losses and does not expect any in the future.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management believes all accounts receivable are collectible. Credit is extended without collateral.

Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the statements of financial position. Interest and dividends and realized and unrealized gains and losses are included in the changes in net assets from operations.

Investments, in general, are exposed to various risks such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the statements of financial position.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful lives of each class of depreciable asset and is computed using the straight-line method.

Employee Fringe Benefits

The Foundation has an "earned time" plan under which each employee earns paid leave for each period worked. These hours of paid leave may be used for vacation or illnesses. Hours earned but not used are vested with the employee and may not exceed 30 days at year-end. The Foundation accrues a liability for such paid leave as it is earned.

Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as support with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. If there are unused grant funds at the time the grant restrictions expire, management seeks authorization from the grantor to retain the unused grant funds to be used for other unspecified projects. If the Foundation receives authorization from the grantor, then the Board of Trustees or management internally designates the use of those funds for future projects. These amounts are released from net assets with donor restrictions to internally designated net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions.

Grant funds conditional upon submission of documentation of qualifying expenditures or matching requirements are deemed to be earned and reported as revenues when the Foundation has met the grant conditions.

The amount of such funds the Foundation will ultimately receive depends on the actual scope of each program, as well as the availability of funds. The ultimate disposition of grant funds is subject to audit by the awarding agencies.

Grant funds awarded for which restrictions have been met in the year of award are reported in the statement of activities and changes in net assets in program services revenues and expenses.

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

Income Taxes

The Foundation is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Foundation has considered transactions or events occurring through April 18, 2022, which was the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Foundation regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Foundation considers all expenditures related to its ongoing activities and general and administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Foundation operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

As of December 31, 2021, the Foundation has working capital of $624,710 and average days (based on normal expenditures) cash on hand of 210, which includes cash and cash equivalents and investments, less donor restricted funds.

The following financial assets could readily be available within one year of the statements of financial position date to meet general expenditure at December 31:

	2021	2020
Financial assets		
Cash and cash equivalents	$ 518,667	$ 345,201
Accounts receivable, net	194,633	547,234
Due from affiliate	141,135	115,780
Investments	1,082,677	962,689
Internally designated funds	(379,316)	(489,296)
Donor restricted funds	(190,559)	(352,393)
Financial assets available at year end for current use to meet general expenditures	$ 1,367,237	$ 1,129,215

At December 31, 2021 and 2020, internally designated net assets represent unused grant funds to be used for other unspecified projects by management over the next 12 months. The internally designated net assets are included in cash and cash equivalents and accounts receivable, net.

3. Investments and Fair Value Measurement

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value, establishes a framework for measuring fair value in accordance with U.S. GAAP, and expands disclosures about fair value measurements.

FASB ASC Topic 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The Foundation's investments are measured at fair value on a recurring basis and are considered Level 1.

The composition of investments as of December 31 is set forth in the following table. Investments are stated at fair value.

	2021	2020
Marketable equity securities	$ 204,492	$ 192,065
Mutual funds	878,185	770,624
	$ 1,082,677	$ 962,689

4. Net Assets with Donor Restrictions

Net assets with donor restrictions of $190,559 and $352,393 consisted of specific grant programs as of December 31, 2021 and 2020, respectively. The grant programs relate to improvements to access and the delivery of healthcare services.

5. Conditional Promise to Give

During 2016, the Foundation was awarded a grant from the State of New Hampshire in an amount not to exceed $1,800,000 to facilitate the expansion of New Hampshire's addiction identification and overdose prevention activities. Subsequent to the original award, the State of New Hampshire amended the award amount increasing the grant to an amount not to exceed $4,575,824. Receipt of the grant and recognition of the related revenue was conditional upon incurring qualifying expenditures. For the year ended December 31, 2020, the Foundation recognized program and grant support related to this award in the amount of $1,104,493. As of December 31, 2020, the Foundation had received and recognized the full award. No additional awards occurred during 2021.

6. Related Party Transactions

The Foundation leases space from the Association on a monthly basis. Rental expense under this lease for the years ended December 31, 2021 and 2020 was $41,184 and $41,255, respectively.

The Association provides various accounting, public relation and janitorial services to the Foundation. The amount expensed for these services in 2021 and 2020 was $185,431 and $173,468, respectively. In addition, the Association bills the Foundation for its allocation of shared costs. As of December 31, 2021 and 2020, the Foundation owed the Association $98,369 and $97,731, respectively, for services and products provided by the Association.

The Association owed the Foundation $141,135 and $115,780 as of December 31, 2021 and 2020, respectively, for support allocated to the Foundation. For the years ended December 31, 2021 and 2020, the Foundation received support from the Association in the amount of $483,121 and $463,120, respectively.

7. Retirement Plan

The Foundation participates in the Association's 401(k) profit-sharing plan, which covers substantially all employees and allows for employee contributions of up to the maximum allowed under Internal Revenue Service regulations. Employer contributions are discretionary and are determined annually by the Foundation. Retirement plan expense for 2021 and 2020 was $55,724 and $48,803, respectively.

8. Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses allocated include salaries and related taxes, allocated based on the estimated time utilized on programs, and insurance and depreciation, allocated based on the estimated square footage of the total building.

Expenses by function and natural classification are as follows:

	2021	2020
Program services		
Salaries and related taxes	$ 1,337,571	$ 1,256,722
Office supplies and other	508,376	548,910
Occupancy	38,449	37,500
Subrecipients	-	2,068,198
Subcontractors	251,845	298,400
Seminars, meetings and workshops	35,505	36,700
Insurance	3,346	3,138
Depreciation	320	2,198
Total program services	2,175,412	4,251,766
General and administrative		
Salaries and related taxes	251,958	205,508
Office supplies and other	3,689	3,194
Occupancy	21,749	24,306
Recovery of bad debts	-	(400)
Insurance	2,231	2,092
Depreciation	80	549
Total general and administrative	279,707	235,249
	$ 2,455,119	$ 4,487,015

SUPPLEMENTARY INFORMATION

GOVERNMENTAL REPORTS

BerryDunn

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

Board of Trustees
Foundation for Healthy Communities

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Foundation for Healthy Communities (Foundation), which comprise the statement of financial position as of December 31, 2021, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 18, 2022.

Report on Internal Control over Financial Reporting

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

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

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

Board of Trustees
Foundation for Healthy Communities

Report on Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 18, 2022

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Board of Trustees
Foundation for Healthy Communities

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Foundation for Healthy Communities' (Foundation) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended December 31, 2021. The Foundation's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Foundation complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2021.

Basis for Opinion on the Major Federal Program

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

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

Responsibilities of Management for Compliance

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

Auditor's Responsibilities for the Audit of Compliance

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

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

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

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

Report on Internal Control over Compliance

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

Board of Trustees
Foundation for Healthy Communities

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

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

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

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the Foundation as of and for the year ended December 31, 2021, and have issued our report thereon dated April 18, 2022, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 18, 2022

FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2021

Federal Program	Federal AL Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Health and Human Services			
Pass-through programs:			
State of New Hampshire Department of Health and Human Services			
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	05-95-90-902510-2239	$ 745,459
Small Rural Hospital Improvement Grant Program	93.301	05-95-90-901010-2219	123,772
State Rural Hospital Flexibility Program	93.241	05-95-90-902010-2218	67,797
National Bioterrorism Hospital Preparedness Program	93.889	6U3REP20064 9-01-00	2,000
Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces	93.332	NAVACA21040 0-01-00	16,288
Total expenditures of federal awards			$ 955,316

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to the Schedule of Expenditures of Federal Awards

Year Ended December 31, 2021

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (Schedule) includes the federal grant activity of Foundation for Healthy Communities (Foundation) under programs of the federal government for the year ended December 31, 2021. The information in the Schedule is presented in accordance with Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a portion of the operations of the Foundation, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Foundation.

2. Summary of Significant Accounting Policies

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3. Indirect Cost Rate

The Foundation has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Findings and Questioned Costs

Year Ended December 31, 2021

Section I. - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified		
Internal control over financial reporting:			
Material weakness(es) identified?	____ yes	_x_ no	
Significant deficiency(ies) identified not considered to be material weaknesses?	____ yes	_x_ no	none reported
Noncompliance material to financial statements noted?	____ yes	_x_ no	

Federal Awards

Internal control over major programs:			
Material weakness(es) identified?	____ yes	_x_ no	
Significant deficiency(ies) identified not considered to be material weaknesses?	____ yes	_x_ no	none reported
Type of auditor's report issued on compliance for major programs:	Unmodified		
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____ yes	_x_ no	

Identification of Major Programs

CFDA Number(s)	Name of Federal Program or Cluster
93.074	Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements

Dollar threshold used to distinguish between Type A and Type B programs:	$750,000		
Auditee qualified as low-risk auditee?	_x_ yes	____ no	

Section II. - Findings Relating to the Financial Statements Which are Required to be Reported in Accordance with *Government Auditing Standards*

None noted

Section III. - Federal Award Findings and Questioned Costs

None noted

FOUNDATION FOR HEALTHY COMMUNITIES

Summary Schedule of Prior Audit Findings

Year Ended December 31, 2021

Section I. - Findings Relating to the Financial Statements Which are Required to be Reported in Accordance with *Government Auditing Standards*

None noted

Section II. - Federal Award Findings and Questioned Costs

None noted

Foundation *for*
Healthy Communities

BOARD OF DIRECTORS 2023

Lauren Collins-Cline, **Chair**	Director, Corporate Communications & PR, Catholic Medical Center
Betsey Rhynhart, **Vice Chair**	Vice President, Population Health, Concord Hospital
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Tom Manion	President and CEO, New London Hospital
Holly McCormack, MSN	CEO, Cottage Hospital
Colin McHugh	President & CEO, Southern New Hampshire Health
Jeremy Roberge, CPA	President & CEO, Huggins Hospital
John Skevington	CEO, Parkland Medical Center
Susan Walsh	Strategic Business Lead, NH, Harvard Pilgrim Health Care
Andrew Watt, MD	CMIO, Catholic Medical Center

Beth Gustafson Wheeler

Profile Summary

- Work with New Hampshire's non-profit community hospitals to advance population health efforts including building collaborative opportunities with internal, community and statewide partners.
- Successful public health professional with 29 years of experience in building healthy environments where people live, learn, work and play.
- Strong skills in facilitation, partnership building, community assessment and strategic planning.
- Experienced in evaluating health improvement strategies using qualitative and quantitative measurement practices.
- Guided New Hampshire communities in the planning and implementation of health improvement strategies in the areas of heart disease, diabetes prevention, and obesity.

Experience

1/03 – present: **Foundation for Healthy Communities, Concord, NH**

Director of Population Health

- Provide leadership and technical assistance to NHs non-profit community hospitals to assess current population health efforts, identify opportunities for advancement, and build collaborative partnerships to ensure efficient and impactful investments in population health.
- Work with healthcare systems and community organizations to foster connections and shared learning to improve the health and wellbeing of NH residents.
- Convene hospital community benefit professionals and lead projects to improve the effectiveness and efficiency of community benefit reporting and investments in NH.
- Conduct environmental, system and policy assessments for communities and organizations to guide strategic direction for health improvement efforts.
- Determine baseline measures of key health indicators and establish measurement practices.
- Managed the Healthy Eating Active Living (HEAL) NH community grant program, including technical assistance and grant requirements for HEAL's 4 regional and 4 community initiatives.
- Planned and facilitated community forums and focus groups as part of HEAL NH's community-based participatory assessment and planning processes.
- Initiated and managed the NH CATCH Kids Club Project, spreading the project to over 130 out-of-school organizations and sites in 7 years.
- Developed and implemented environment and policy assessment and planning tools for out of school organizations, resulting in 98% of sites making 4+ environmental or policy improvements.
- Directed the Community Prevention and Treatment Initiative focused on building a community health model to improve access to prevention and treatment services for cardiovascular disease, diabetes, and childhood obesity. Model implemented in a total of 17 NH communities.
- Assisted primary care practices in quality improvement projects relating to the development of office-based systems, tools, and evaluation methods for chronic disease conditions.

Anthem Blue Cross and Blue Shield of New Hampshire, Manchester, NH

4/02 - 12/02: *Senior Healthcare Consultant*

- Collaborated with administrators and clinical staff to develop a diabetes management initiative.
- Developed, analyzed and presented healthcare data reports to medical and administrative staff.
- Worked with internal staff to address healthcare access issues in the state.

11/97 - 6/00: *Disease Management/Prevention Specialist*

- Worked with primary care physicians and staff to improve prevention screening rates.
- Developed and evaluated cardiovascular disease health management programs.

8/00 - 4/02: **Plymouth State College, University System of New Hampshire, Plymouth, NH**
Wellness Center Director

- Initiated and chaired the Whole Health Team, a multi-department team dedicated to improving the health of Plymouth State College students.
- Developed, promoted, and implemented health education programs for PSC students.
- Trained and supervised student educators in group facilitation and education.
- Adjunct faculty member, Department of Human Health and Performance.

9/95 - 5/97: **Matthew Thornton Health Plan, Bedford, NH**
Worksite Health Promotion Specialist

- Consulted with corporate accounts on employee health improvement issues providing strategy development and implementation to reduce medical loss ratios and contain health care costs.
- Planned, promoted, and performed health risk screenings and health education programming.
- Evaluated health programs targeted at employer groups and members.
- Supervised team of per diem clinical and educational staff.

9/94 - 9/95: **University of New Hampshire, Durham, NH**
Graduate Assistant

- Coordinated the University of New Hampshire Phase III Cardiac Rehabilitation Program.
- Instructed fitness classes and performed cholesterol, EKG, and exercise tolerance testing.

Education

Masters of Science in Kinesiology: University of New Hampshire, Durham, NH, 1996. Thesis Research Project: *High volume versus low volume resistance exercise: The effects of a single session on plasma lipid and lipoprotein parameters.*

Bachelors of Science in Community Health: Plymouth State College, Plymouth, NH, 1990.

Certifications and Trainings

- Community Benefit Specialist Certificate, Community Benefit Connect, 2021
- Population Health Action Community, team participant, Institute for Healthcare Improvement, 2020-21
- Certified Trainer: CATCH Kids Club, a physical activity and nutrition program, 2009- present
- Health Impact Assessment Training, Manchester Health Department, October 2010

Awards:

- High Five Award, NH Recreation and Park Association, May 2010
- Outstanding Achievement Award, NH Governor's Council on Physical Fitness and Health, May 2010

Professional Affiliations

- Association for Community Health Improvement Member 2017-present
- NH Public Health Association Member: 2014- present
- Concord Boys & Girls Club Program Committee 2011- 2013
- Appalachian Trail Conference member 2007- present

References available upon request

Foundation for Healthy Communities

Key Personnel

Small Rural Hospital Population Health and Hotspotting Project (PH COVID-19 Health Disparities)
Budget Period July 1, 2023-June 30,2024

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Beth Wheeler	Director of Population Health	75,396	17.50756	$13,200

ARC

13

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

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

November 2, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Foundation for Healthy Communities (VC#154533), Concord, NH, to support the thirteen (13) New Hampshire Small Rural Hospitals by continuing program improvement activities, by exercising a renewal option, by increasing the price limitation by $278,176 from $5,384,642 to $5,662,818 and by extending the completion date from May 31, 2023 to May 31, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on May 19, 2021, item #23 and most recently amended with Governor and Council approval on December 8, 2021, item #12.

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to support the thirteen (13) New Hampshire Small Rural Hospitals with implementing activities, chosen by the hospitals as a group from the menu of grant activities, provided annually by the Small Rural Hospital Improvement Program Grant. The Contractor will continue to support existing programs and create new programs to address chronic disease prevention as well as Critical Access Hospital COVID-19 testing and mitigations strategies.

The Contractor will receive additional funding to support Critical Access Hospital improvement work as a result of additional federal funding allocations for New Hampshire. The Contractor will continue to work with the Small Rural Hospitals and support coordinated care efforts in high need areas. The Contractor will continue to provide community benefit profiles for each Small Rural Hospital so the hospitals can maximize the impact of their investments in the communities they serve. Additionally, the Contractor will continue to conduct at least one but not more than two (2) Medicare Bootcamp billing and coding trainings each grant year to help improve the revenue streams of New Hampshire Small Rural Hospitals to ensure maximal reimbursement for services provided.

The Department will monitor contracted services by reviewing the reports from the Contractor of work completed at each New Hampshire Small Rural Hospital and through monthly monitoring meetings.

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

Should the Governor and Council not authorize this request the thirteen (13) New Hampshire Small Rural Hospital locations will have less capacity to handle the continuous changes in Medicare billing and coding reimbursement, resulting in lost revenue and greater financial risk. Additionally, the Small Rural Hospitals will not receive the training needed to support high needs areas, leading to higher readmissions.

Area served: Rural areas served by New Hampshire's Small Rural Hospitals.

Source of Federal Funds: Assistance Listing Number #93.426 FAIN # NU58DP006515; Assistance Listing Number # 93.945 FAIN # NU58DP006448; Assistance Listing Number # 93.391 FAIN # NH750T000031, Assistance Listing Number # 93.301 FAIN # H3HRH00028, Assistance Listing Number # 93.155 FAIN # H3LRH42248.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95--090-902010-1227 HEALTH AND SOCIAL SERVICES, DEFT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMBINED CHRONIC DISEASE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	**102-500731**	**Contracts for Prog Svc**	**90017003 (heart)**	**$150,000**	**$0**	**$150,000**
2022	**102-500731**	**Contracts for Prog Svc**	**90017002**	**$250,000**	**$0**	**$250,000**
2023	102-500731	Contracts for Prog Svc	90017003 (heart)	$25,000	($5,000)	$20,000
2023	102-500731	Contracts for Prog Svc	90017002 (diabetes)	$25,000	($25,000)	$ 0
			Subtotal	***$450,000***	***($30,000)***	***$420,000***

05-95--90-902010-70460000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, ARTHRITIS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90017717 (arthritis)	$80,000	$ 0	$80,000
2023	102-500731	Contracts for Prog Svc	90017717 (arthritis)	$80,000	($80,000)	$ 0
			Subtotal	***$160,000***	***($80,000)***	***$80,000***

05-95-90-901010-24970000- HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY AND PERFORMANCE, SHIP ARP COVID MITIGATION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90076020	$3,066,713	$ 0	$3,066,713
			Subtotal	***$3,066,713***	***$ 0***	***$3,066,713***

05-95 -90-901010-57710000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90577150	$1,420,000	$ 0	$1,420,000
2023	102-500731	Contracts for Prog Svc	90577150	$ 0	$200,000	$200,000
2024	102-500731	Contracts for Prog Svc	90577150	$0	$0	$0
			Subtotal	***$1,420,000***	***$200,000***	***$1,620,000***

05-95 -90-901010-22190000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY AND PERFORMANCE, SMALL HOSPITAL IMPROVEMENT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90076001	$9,667	$ 0	$9,667
2022	102-500731	Contracts for Prog Svc	90076001	$171,932	$ 0	$171,932
2023	102-500731	Contracts for Prog Svc	90076001	$106,330	$43,423	$149,753
2024	102-500731	Contracts for Prog Svc	90076001		$144,753	$144,753
			Subtotal	***$287,929***	***$188,176***	***$476,105***
			TOTAL	***$5,384,642***	***$278,176***	***$5,662,818***

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

This Amendment to the Small Rural Hospital Population Health and Hotspotting project is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Foundation for Healthy Communities ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 19, 2021, (Item #23), as amended on December 8, 2021, (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement, Section 1.2, subsection 3.3., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 31, 2024

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $5,662,818

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director

4. Modify Exhibit C - Amendment #1, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through Exhibit C-8, Amendment #2, Small Hospital Improvement SFY 2024 Budget.

5. Modify Exhibit C - Amendment #1, Payment Terms, Section 8, to read:

   8. The Contractor must provide the services in Exhibit B, Scope of Services – Amendment #1, in compliance with funding requirements.

6. Modify Exhibit C - Amendment #1, Payment Terms, Section 9, to read:

   9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services – Amendment #1.Modify Exhibit C-3, Amendment #1 Budget by deleting it in its entirety.

7. Add Exhibit C-4, Amendment #2, Combined Chronic Disease SFY 2023 Budget, which is attached hereto and incorporated by reference herein.

8. Add Exhibit C-5, Amendment #2, PH COVID-19 Health Disparities SFY 2023 Budget, which is attached hereto and incorporated by reference herein.

9. Add Exhibit C-6, Amendment #2, Small Hospital Improvement SFY 2023 Budget, which is attached hereto and incorporated by reference herein.

10. Add Exhibit C-7, Amendment #2, Small Hospital Improvement SFY 2023 Budget, which is attached hereto and incorporated by reference herein.

11. Add Exhibit C-8, Amendment #2, Small Hospital Improvement SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/2022
Date

DocuSigned by:
Patricia M. Tilley
Name:
Title: Director

Foundation for Healthy Communities

11/11/2022
Date

DocuSigned by:
Name:
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

11/14/2022

Date

DocuSigned by:
Robyn Guarino

Name:
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-4, Amendment #2, Combined Chronic Disease SFY 2023 Budget

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Foundation for Healthy Communities*

Budget Request for: *Small Rural Hospital Population Health and Hotspotting Project (Combined Chronic Disease)*

Budget Period: *Upon Governor and Council Approval through May 31, 2023*

Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$20,000
Total Direct Costs	$20,000
Total Indirect Costs	$0
TOTAL	$20,000

DS PA

Contractor Initials

11/11/2022

Date

Exhibit C-5, Amendment #2,
PH COVID19 Health Disparities
SFY 2023 Budget

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: Foundation for Healthy Communities

Budget Request for: Small Rural Hospital Population Health and Housposing Project (PH Covid 19 Health Disparities)

Budget Period: Upon Governor and Council Approval through May 31, 2023

Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$200,000
Total Direct Costs	$200,000
Total Indirect Costs	$0
TOTAL	$200,000

DS
PA

Contractor Initials

11/11/2022

Date

Exhibit C-6, Amendment #2, Small Hospital Improvement SFY 2023 Budget

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: Foundation for Healthy Communities

Budget Request for: Small Rural Hospital Population Health and Navigating Project (Small Hospital Improvement)

Budget Period: Upon Governor and Council Approval through June 30, 2023

Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$45,000
2. Fringe Benefits	$6,500
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$250
6. Travel	$3,500
7. Software	$1,100
8. (a) Other - Marketing/ Communications	$1,000
8. (b) Other - Education and Training	$4,500
8. (c) Other - Other (specify below)	
Monthly telephone, including cell	$500
Subcontracted Expenses	$64,220
Occupancy	$2,000
postage	$150
Subscriptions	$500
Audit	$1,000
9. Subrecipient Contracts	$0
Total Direct Costs	$130,220
Total Indirect Costs	$19,533
TOTAL	$149,753

DS PA

Contractor Initials

11/11/2022

Date

Exhibit C-7,Amendment #2
Small Hospital Improvement
SFY 2023 Budget

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.
Contractor Name: Foundation for Healthy Communities
Budget Request for: Small Rural Hospital Population Health and Hospitalist Project (Small Hospital Improv)
Budget Period: June 1, 2023 to June 30, 2023
Indirect Cost Rate (if applicable): 6.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$5,000
2. Fringe Benefits	$735
3. Consultants	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	
5.(a) - Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	$42
6. Travel	
7. Software	$133
8.(a) Other - Marketing/ Communications	
8.(b) Other - Education and Training	
8.(c) Other - Other (specify below)	
Occupancy	$250
Telephone Including Cell	$75
Postage	$12
Subscriptions	
Audit	
9. Subrecipient Contracts	
Total Direct Costs	$6,247
Total Indirect Costs	$937
TOTAL	$7,184

DS
PA

Contractor Initials

11/11/2022

Date

Exhibit C-8,Amendment #2
Small Hospital Improvement
SFY 2024 Budget

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.
Contractor Name: Foundation for Healthy Communities
Budget Request for: Small Rural Hospital Population Health and Hospitalist Project (Small Hospital Improv)
Budget Period: July 1, 2023 through May 31, 2024
Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$55,000
2. Fringe Benefits	$8,040
3. Consultants	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	$458
6. Travel	$3,500
7. Software	$1,467
8. (a) Other - Marketing/ Communications	$1,000
8. (b) Other - Education and Training	$4,500
8. (c) Other - Other (specify below)	
Occupancy	$2,750
Telephone including Cell	$825
Postage	$138
Subscriptions	$500
Audit	$1,000
9. Subrecipient Contracts	$40,447
Total Direct Costs	$118,625
Total Indirect Costs	$17,944
TOTAL	$137,569

Contractor Initials DS PA

Date 11/11/2022

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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www.dhhs.nh.gov

November 3, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Foundation for Healthy Communities (VC#154533), Concord, NH, to support the thirteen (13) New Hampshire Small Rural Hospitals with implementing COVID-19 testing and chronic disease mitigation activities, by increasing the price limitation by $5,152,645 from $231,997 to $5,384,642 with no change to the contract completion date of May 31, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on May 19, 2021, (Item #23).

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to assist the thirteen (13) New Hampshire Small Rural Hospitals that have been made financially vulnerable by the COVID-19 pandemic and fiscally responsible for resource intensive COVID-19 testing and mitigation activities. A secondary purpose of this funding is to support preventive and supportive services for chronic disease patients in the Small Rural Hospital service areas.

The Contractor will conduct up to three (3) Medicare Bootcamp billing and coding trainings each grant year to help support the revenue streams of New Hampshire Small Rural Hospitals to ensure maximum reimbursement for services is achieved. Additionally, the Contractor will work with New Hampshire Small Rural Hospitals to participate in a Population Health Peer Group to share information and efforts they have used to improve the health of people living in the areas surrounding rural hospitals.

This amendment supports existing programs and creates new programs to address chronic disease prevention as well as Critical Access Hospital COVID-19 testing and mitigation strategies. The Contractor will work with the Department to improve health care in rural areas by providing funding to support increased COVID-19 testing efforts and expand access to testing in rural communities.

This request also provides funding to ensure the Contractor links New Hampshire Small Rural Hospitals with resources to support implementation of chronic disease prevention and management projects to meet the needs of patients with chronic and complex medical conditions, including heart disease, diabetes, asthma, and arthritis.

The Contractor will ensure that New Hampshire Small Rural Hospitals and the laboratory used for processing specimens collect, handle, process and test specimens in compliance with guidelines issued by the CDC.

The Department will monitor contracted services by reviewing the reports from the Contractor of work completed at each New Hampshire Small Rural Hospital and through monthly monitoring meetings.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, the thirteen (13) New Hampshire Small Rural Hospital locations will not have assistance with funding to implement COVID-19 testing and chronic disease mitigation activities.

Area served: Rural areas served by New Hampshire's Small Rural Hospitals

Source of Federal Funds: Assistance Listing Number (ALN#) (formerly CFDA#) 93.426, FAIN #NU58DP006515; ALN #93.945, FAIN #NU58DP006448; ALN #93.155, FAIN #H3L42248; ALN #93.301, FAIN #H3JRH37448; ALN #93.391, FAIN #NH75OT00031

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

Respectfully submitted,

DocuSigned by:
Ann H. Landry
24DAB37ED8E9488...

Lori A. Shibinette
Commissioner

Fiscal Details Attachment

05-95-90-902010-12270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLCY & PERFORMANCE, COMBINED CHRONIC DISEASE

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	90017003 (heart)	$0	$150,000	$150,000
2022	102-500731	Contracts for Program Services	90017003 (diabetes)	$0	$250,000	$250,000
2023	102-500731	Contracts for Program Services	90017003 (heart)	$0	$25,000	$25,000
2023	102-500731	Contracts for Program Services	9001703 (diabetes)	$0	$25,000	$25,000
			Subtotal	*$0*	*$450,000*	*$450,000*

05-95-90-902010-70460000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, ARTHRITIS

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	90017717 (arthritis)	$0	$80,000	$80,000
2023	102-500731	Contracts for Program Services	90017717 (arthritis)	$0	$80,000	$80,000
			Subtotal	*$0*	*$160,000*	*$160,000*

05-95-90-901010-24970000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY AND PERFORMANCE, SHIP ARP COVID MITIGATION

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	90076020	$0	$3,066,713	$3,066,713
			Subtotal	*$0*	*$3,066,713*	*$3,066,713*

05-95-90-901010-57710000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF POLICY AND PERFORMANCE, PH COVID-10 HEALTH DISPARITIES

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	90577100	$0	$1,420,000	$1,420,000
			Subtotal	*$0*	*$1,420,000*	*$1,420,000*

Fiscal Details Attachment

05-95-90-901010-2219 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, SMALL HOSPITAL IMPROVEMENT

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Program Services	90076001	$9,667	$0	$9,667
2022	102-500731	Contracts for Program Services	90076001	$116,000	$55,932	$171,932
2023	102-500731	Contracts for Program Services	90076001	$106,330	$0	$106,330
			Subtotal	*$231,997*	*$55,932*	*$287,929*
			TOTAL	$231,997	$5,152,645	$5,384,642

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

This Amendment to the Small Rural Hospital Population Health and Hotspotting project is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Foundation for Healthy Communities ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 19, 2021, (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $5,384,642.

2. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B-Amendment #1 Scope of Services, which is attached hereto and incorporated by reference herein, in order to respond to Small Rural Hospital needs exacerbated by the COVID-19 Pandemic.

3. Modify Exhibit C, Payment Terms, by adding Subsection 3.1 to read:

   3.1. The Contractor shall provide a stipend of $4,170 per hospital per Exhibit B - Amendment #1, Scope of Services, as budgeted for in Exhibit C-2 - Amendment #1 Budget and Exhibit C-3 – Amendment #1 Budget.

4. Modify Exhibit C-2 Budget, by replacing it in its entirety with Exhibit C-2 - Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit C-3, Budget by replacing it in its entirety with Exhibit C-3 – Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

11/19/2021
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Director

Foundation for Healthy Communities

11/19/2021
Date

DocuSigned by:
Peter Ames
Name: Peter Ames
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

11/19/2021
Date

DocuSigned by:
J. Christopher Marshall
Name: J. Christopher Marshall
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Small Rural Hospital Population Health and Hotspotting Project
EXHIBIT B - Amendment #1

Scope of Services

1. Statement of Work

1.1. The Contractor shall assist and support the thirteen (13) New Hampshire Small Rural Hospitals (SRHs) to implement the activities the hospitals choose as a group from the menu of grant activities provided annually by the Small Rural Hospital Improvement Program (SHIP) Grant, which may include, but are not limited to:

1.1.1. Joining accountable care organizations (ACOs).

1.1.2. Participating in shared savings programs.

1.1.3. Purchasing health information technology, to comply with quality improvement activities, which may include advancing patient care information, promoting interoperability, and payment bundling.

1.2. The Contractor shall engage the thirteen (13) New Hampshire SRHs in order to identify how small rural facilities can target their services to the areas of highest need. The Contractor shall:

1.2.1. Facilitate a peer-learning group of SRHs with the goal of sharing lessons learned and current efforts to promote population health.

1.2.2. Support hospitals in completing the Pathways to Population Health Compass Assessment to obtain a baseline of where their current population health efforts are along the continuum and provide a stipend of $4,170 per hospital upon completion of the assessment.

1.2.3. Analyze the community benefit activities completed by the SRHs and match expenditures to the most recent Community Health Needs Assessments to create an investment portfolio for each SRH.

1.2.4. Assist SRHs with identifying priority areas, as supported by data reports issued by the Bureau of Public Health Statistics and Informatics (BPHSI) which uses aggregated data publicly available on the State of New Hampshire DHHS Data Portal, and connecting the SRHs with State and community resources to accomplish identified goals.

1.2.5. Liaise with the Department's DPHS Rural Health Manager to find resources available for initiatives that SRHs are interested in implementing.

1.2.6. Identify Community Based Organizations that may support SRH activities.

1.2.7. Appoint a Director of Population Health for this project who is available to support SRHs and answer questions throughout the project period.

1.2.8. Host a monthly gathering of SRH population health managers, either virtually or in-person, in order to :

1.2.8.1. Provide networking opportunities.

1.2.8.2. Provide resources for hospitals ready for the next phase of the project, as defined in the work plan.

1.2.8.3. Share success stories and lessons learned from those who have successfully implemented initiatives.

1.3. The Contractor shall ensure all contract activities are pre-approved by the Department's Rural Health and Primary Care Section (RHPCS).

1.4. The Contractor shall coordinate a minimum of two (2) Medicare Bootcamps per year, not to exceed three (3) Medicare Bootcamps per year. The Contractor shall ensure:

1.4.1. Medicare Bootcamp curriculum supports the SRH revenue streams by ensuring maximal reimbursement for services is obtained.

1.4.2. SRHs are aware of scholarship funds available to support staff attendance at Medicare Bootcamp trainings.

1.5. The Contractor shall collaborate with the Department to manage a scholarship program that promotes Medicare Bootcamp attendance for SRH staff.

1.6. The Contractor shall maintain a Medicare Bootcamp attendance list that includes telephone and email contact information for each attendee, which must be given to the Department's RHPCS no later than two (2) weeks following each training.

1.7. The Contractor shall evaluate all activities, projects and trainings by utilizing evaluation tools provided by the Department or by adding evaluation questions to the Contractor's tools.

1.8. The Contractor shall assess the content of projects, activities, and/or trainings for quality and the long-term effects on the function of SRHs.

1.9. The Contractor shall meet, in a frequency determined by the Contractor and SRHs, with a representative group of Chief Financial Officers for the SRHs to plan aspects of learning sessions, which include but are not limited to:

1.9.1. Major objectives of the Bootcamps.

1.9.2. Recruitment of participants for the sessions.

1.9.3. Organization of all components of the education sessions for delivery.

1.9.4. Creation or selection of learning sessions based on the needs prioritized by Chief Financial Officers.

1.10. The Contractor shall engage each interested SRH in the Population Health and Hotspotting Project (PHHP), which utilizes hospital inpatient and outpatient data provided by the Department as well as several National datasets to examine where certain physical health and social determinants of health risk factors are

clustered in hospital service areas to improve the health of residents in each hospital service area and ensure maximal reimbursement in the transition to value-based payments. The Contractor shall ensure activities include, but are not limited to:

1.10.1. Completing the Pathways to Population Health Compass Assessment, created by the Institute for Healthcare Improvement, to assess how the SRH are supporting population health efforts in their service area. The Contractor shall ensue the assessment team includes a variety of stakeholders, which may include but are not limited to:

1.10.1.1. PHHP contact.

1.10.1.2. Staff responsible for Population Health.

1.10.1.3. Community Health Workers/Care Coordinators.

1.10.1.4. Hospital administration.

1.10.1.5. Staff responsible for Community Benefits.

1.10.1.6. Quality improvement staff.

1.10.1.7. Staff responsible for Patient & Family Engagement.

1.10.2. Engaging SRHs to participate in the Population Health Peer Group, which includes, but is not limited to:

1.10.2.1. Peer–to-peer sharing of best practices.

1.10.2.2. Tools utilized to create/promote population health initiatives.

1.10.2.3. Overall strategies related to population health.

1.10.3. Creating community benefits profiles by outlining:

1.10.3.1. Community investments;

1.10.3.2. Health disparities identified; and

1.10.3.3. Identification of how hospital investments are addressing identified disparities.

1.10.4. Supporting SRHs with identifying goals that advance population health efforts, by reviewing service area hotspotting analyses from the Department. The Contractor shall review hotspotting analyses, which includes but is not limited to:

1.10.4.1. Mapping of aggregate resident data by service area.

1.10.4.2. Heat maps that indicate clusters of population health and social determinants of health needs in hospital service areas.

1.10.4.3. Highlights of the most prevalent needs in hospital service areas and alignment with community benefit profiles to indicate opportunities for future investments.

1.10.5. Assisting with the creation of action plans to address health disparities; support effective and efficient investments; and improve population health efforts.

1.10.6. Evaluating the data by:

1.10.6.1. Assisting each hospital in the identification of metrics to measure progress with population health activities; and

1.10.6.2. Revisiting data at each development meeting with the SRHs to understand the impact of population health activities, the data includes:

1.10.6.2.1. GIS Mapping/Hot-spotting data;

1.10.6.2.2. Completing and/or reviewing IHI Pathways to Population Health Compass Assessments, periodically, to measure progress; and

1.10.6.2.3. Community Benefit Profiles and investments.

1.10.6.3. Creating case study write-ups at the conclusion of the projects through a guided interview process that can then be shared with SRH peers.

1.10.7. Acting as the liaison between the Department's DPHS, Bureau of Public Health Statistics and Informatics (BPHSI) and the SRH(s).

1.10.8. Meeting with hospital leadership to define which member(s) of each hospital will participate in a learning collaborative for population health initiatives.

1.10.9. Documenting monthly the number of times:

1.10.9.1. Contact was attempted via telephone.

1.10.9.2. Contact was made via telephone.

1.10.9.3. Meeting was held via telephone.

1.10.9.4. In-person meeting was completed.

1.10.9.5. New hospital representative was recruited for learning collaborative.

1.10.10. Documenting the number of SRHs that participate in the learning collaborative meetings, specifying date, time, and participants.

1.10.11. Referring SRHs to resources and programs available to enhance population health efforts including those available at the Bureau of

Population Health and Community Services and the other Community Based Organizations to implement and bolster new initiatives.

1.10.12. Engaging SRHs in the Strategic Population Health Activities for Rural Communities (SPARC) project by linking interested SRHs with resources that support implementation of programs that meet the needs of patients with chronic and complex medical conditions, which result in prevention of unnecessary hospital visits.

1.10.13. Referring SRHs to resources that support implementation of chronic disease prevention and management projects that focus on:

1.10.13.1. Using surveillance data and data from the electronic health record to develop plans to target:;

1.10.13.1.1. Heart disease;

1.10.13.1.2. Diabetes;

1.10.13.1.3. Asthma; and

1.10.13.1.4. Arthritis;

1.10.13.2. Implementing strategies to increase use of recommended preventive clinical strategies from the United States Preventive Services Taskforce;

1.10.13.3. Linking clinical and community supports to help reduce health disparities; and

1.10.13.4. Making policy, system and environmental changes in the community that help community members live healthy lives.

1.11. The Contractor shall engage SRHs to develop initiatives in partnership with the providers that may include, but are not limited to:

1.11.1. Area Emergency Medical Services (EMS) agencies.

1.11.2. Diabetes Care and Education Specialists.

1.11.3. Diabetes Education Program Coordinators.

1.11.4. Pharmacists.

1.11.5. Physical Therapists.

1.11.6. Community Health Workers.

1.11.7. Care Coordinators.

1.11.8. Primary Care Providers.

1.11.9. Regional Planning Commissions.

1.11.10. Population Health Staff.

1.11.11. Quality Assurance and/or Quality Improvement Staff.

1.11.12. EMS Medical Director.

1.11.13. EMS Medical Coordinator.

1.11.14. Emergency Department staff.

1.11.15. Visiting Nurses Associations.

1.11.16. Home Health Agencies.

1.11.17. Mobile Integrated Healthcare Programs that meet the requirements of the NH Bureau of EMS and are licensed.

1.12. The Contractor shall monitor completion of Department approved SRH Work Plans and pay related monthly invoices within one week of receiving invoices for Department approved expenses.

1.13. Work Plan

1.13.1. The Contractor shall work with the Department to finalize a Work Plan for year one (1) of the Contract period within thirty (30) days of the Contract effective date.

1.13.2. The Contractor shall develop and submit a draft Work Plan for year two (2) of the contract period no later than ninety (90) days prior to the end of year one (1) of the Contract period.

1.13.3. The Contractor shall work with the Department to finalize the Work Plan for year two (2) of the Contract period prior to the start of year two (2).

1.13.4. The Contractor shall ensure work plans are used to confirm progress toward meeting the performance measures and program objectives.

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

1.14. The Contractor shall, in collaboration with the Department, work to improve COVID-19 testing and mitigation in small rural hospital service areas, by following current CDC guidance relative to COVID-19 testing and mitigation.

1.15. The Contractor shall refer all SRHs to the Department's guidance on conducting specimen collection and testing for SARS-CoV-2, in accordance with CDC guidelines, in an outpatient setting for individuals who reside within the hospital catchment area or local community, regardless of individuals' prior affiliations with the hospital..

1.16. The Contractor shall refer all SRHs to the Department's guidance on collecting, handling, processing and testing specimens in compliance with guidelines issues by the CDC and by the laboratory used for processing specimens.

1.17. The Contractor shall refer all SRHs to the Department's guidance on providing communication and language assistance to individuals, as appropriate and

needed, to ensure the validity of any signed consent by utilizing translated consent forms and/or interpreters.

1.18. The Contractor shall refer all SRHs to the Department's guidance that all personnel collecting, handling, processing and transporting specimens are trained to safeguard the confidentiality of the patient and protected health information (PHI), as defined in the Health Information Portability and Accountability Act (HIPAA).

1.19. The Contractor shall refer all SRHs to the Department's guidance that transportation of specimens to the laboratory must be secure and confidential.

1.20. The Contractor shall refer all SRHs to the Department's guidance that the ordering provider for each COVID-19 test must be a licensed medical provider.

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.

3. Reporting Requirements

3.1. The Contractor shall communicate to the Department's RHPCS through monthly meetings held in person or with the use of a virtual platform that shall include, but is not limited to the following information:

3.1.1. Plans for implementing SHIP menu activities.

3.1.2. Specific activities provided.

3.1.3. Budget status.

3.1.4. An attendance list for activities held.

3.2. The Contractor shall ensure all reports are formatted in a manner that can be shared directly with the SRHs.

3.3. The Contractor shall, in accordance with best practice standards and processes as provided by the Office of Health Equity, ensure SRHs consistently collect correct race and/or ethnicity demographic identifiers for individuals receiving COVID-19 testing and enter the information either manually or electronically on the hospital or reference laboratory COVID-19 test requisition

forms.

4. Performance Measures

4.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored monthly to measure the effectiveness of the agreement:

4.1.1. 50% of participant's report making a change or planning to make a change in their billing processes as a result of attendance at Medicare Bootcamp.

4.1.2. 50% of SRHs engage in the Population Health Peer Group through recruitment efforts by the Contractor.

4.1.3. Outreach to all SRHs to engage them in the Population Health and Hotspotting project.

4.1.4. 100% of all chronic disease prevention funded projects are written up in the form of case studies in a format guided by the Division within six months of the project period closing.

4.2. The Contractor shall develop and submit a Corrective Action Plan for any performance measure in Section 4.1 that are not achieved to the Department on an annual basis.

4.3. The Contractor shall complete quarterly reports as required by the Department. The quarterly report shall be completed for each hospital participating in the American Rescue Plan Testing and Mitigation program in the portal provided by the Health Resources and Services Administration. Quarterly reporting for SPARC projects should include progress by SRHs on implementation and short-term outcome measures and information on financial expenditures.

4.4. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.5. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.

4.6. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

4.7. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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

data.

4.9. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

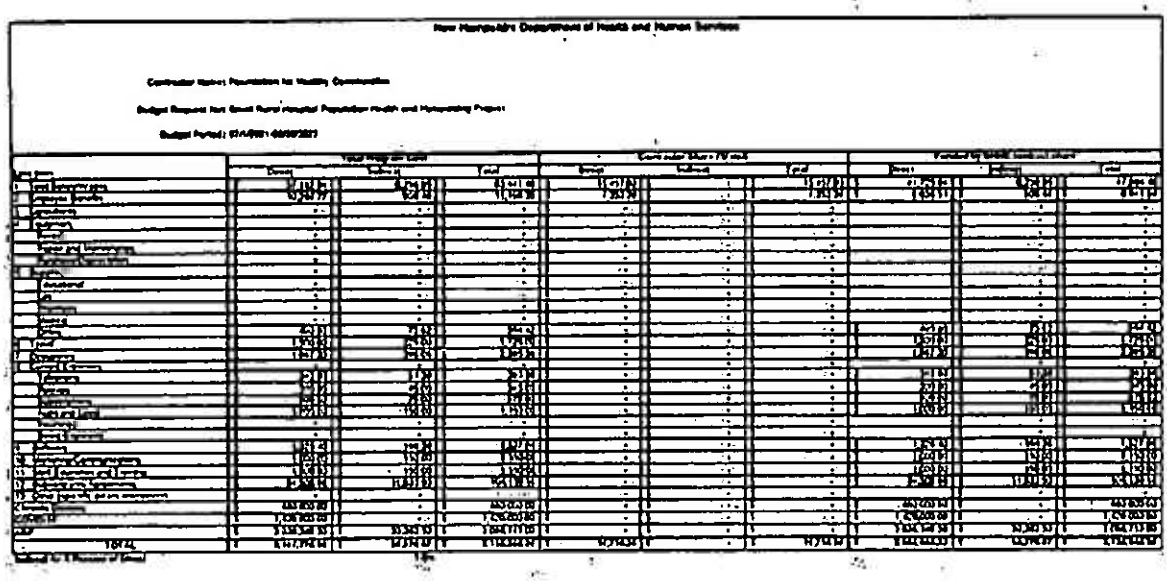
6. Records

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

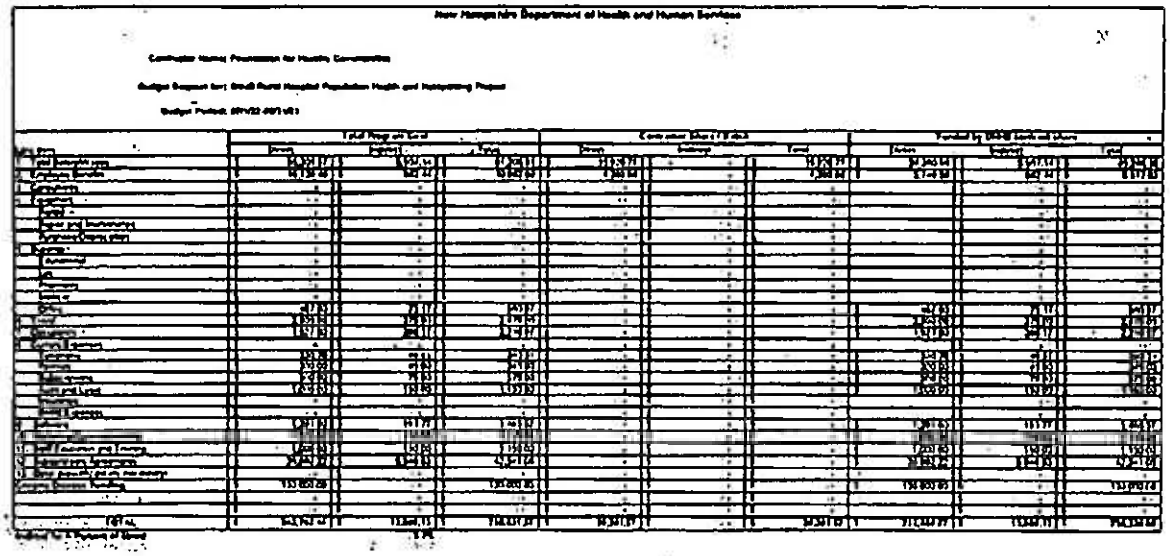
6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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



Contractor Initials PA
Date 12/17/2021



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Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
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www.dhhs.nh.gov

April 12, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with Foundation for Healthy Communities (VC#154533), Concord, NH in the amount of $231,997 to assist and support the thirteen (13) New Hampshire small rural hospitals with implementing activities provided by the Small Rural Hospital Improvement Program (SHIP) Grant, with the option to renew for up to two (2) additional years, effective June 1, 2021 or upon Governor and Council approval, whichever is later, through May 31, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-901010-22190000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, SMALL HOSPITAL IMPROVEMENT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Program Services	90076001	$9,667
2022	102-500731	Contracts for Program Services	90076001	$116,000
2023	102-500731	Contracts for Program Services	90076001	$106,330
			Total	$231,997

EXPLANATION

The purpose of this request is to support the thirteen (13) New Hampshire Small Rural Hospitals with implementing the activities, chosen by the hospitals as a group from the menu of grant activities, provided annually by the Small Rural Hospital Improvement Program Grant.

Approximately 150 New Hampshire Small Rural Hospitals staff will be served from June 1, 2021 to May 31, 2023.

The Contractor will support and assist the Small Rural Hospitals with grant activities that include, joining accountable care organizations, participating in shared savings programs, and purchasing health information technology, to comply with quality improvement activities, which may include advancing patient care information, promoting interoperability, and payment bundling.

For grant years 2021 and 2022, the New Hampshire Small Rural Hospitals will continue to participate in the Medicare Bootcamp billing, coding trainings and the Population Health and Hotspotting Project conducted over the last two years. The Population Health and Hotspotting Project utilizes hospital inpatient and outpatient data gathered by the Division of Public Health Services as well as several National datasets to examine where certain physical health and social determinants of health risk factors are clustered in hospital service areas.

The Contractor will work with the Small Rural Hospitals to identify priority areas, as defined by data analysis provided by the State, and connect Small Rural Hospitals with State and community resources to support high needs areas. The Contractor will provide community benefit profiles for each Small Rural Hospital in order that the hospitals can optimize their investments to the highest priorities in their service areas.

The Contractor will conduct at least one but not more than two (2) Medicare Bootcamp billing and coding trainings each grant year to help support the revenue streams of New Hampshire Small Rural Hospitals to ensure maximal reimbursement for services provided. In addition, the Contractor will work with the New Hampshire Small Rural Hospitals to participate in Population Health Peer Groups to share best practices, learn tools to create/promote population health initiatives, and share overall strategies related to population health.

The Department will monitor contracted services using the following performance measures:

- 50% of participants report making a change or planning to make a change in billing processes as a result of attendance at Medicare Bootcamp.
- 50% of Small Rural Hospitals engage in the Population Health Peer Group through recruitment efforts of the Contractor.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 1/22/2021 through 2/17/2021. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request thirteen (13) New Hampshire Small Rural Hospitals locations will be ill-equipped to handle the continuous changes in Medicare billing and coding reimbursement, resulting in lost revenue and greater financial risk. Additionally, the Small Rural Hospitals will not receive the training needed to give hospital staff the tools to manage billing and coding and to ensure financial health of the institution. Finally, should the hotspotting project not be funded, hospitals will not have the capacity and/or skills needed to analyze health and disease data to target areas of high need.

Area served: Statewide

Source of Funds: CFDA #93.301, FAIN # H3HRH00028

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Small Rural Hospital Population Health and Hotspotting Project
RFA Name

RFA-2021-DPHS-06-SMALL
RFA Number

Reviewer Names

1. Alla Hayes, PS IV
2. Jennifer Howley, Prgm. Planner III
3. Whitney Hammond, Admin.II
4. Alisa Druzbe, Admin. I
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Foundation for Healthy Communities		200	150
2. 0		200	
3. 0		200	
4. 0			
5. 0			
6. 0			
7. 0			

FORM NUMBER P-37 (version 12/11/2019)

Subject: Small Rural Hospital Population Health and Hotspotting Project (RFA-2021-DPHS-06-SMALL-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 Foundation for Healthy Communities		1.4 Contractor Address 125 Airport Rd. Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-0900	1.6 Account Number 05-95-90-901010-22190000	1.7 Completion Date May 31, 2023	1.8 Price Limitation $231,997
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: [signature] Date: 4/20/2021		1.12 Name and Title of Contractor Signatory Peter Ames Executive Director	
1.13 State Agency Signature DocuSigned by: [signature] Date: 4/20/2021		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Public Health	
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: [signature]		On: 4/30/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials PA

Date 4/20/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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Date 4/20/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials [signature]

Date 4/20/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Contractor Initials

Date 4/20/2021

New Hampshire Department of Health and Human Services
Small Rural Hospital Population Health and Hotspotting Project

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon G&C approval or June 1, 2021 ("Effective Date"), whichever is later.

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

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

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

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

New Hampshire Department of Health and Human Services
Small Rural Hospital Population Health and Hotspotting Project

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall assist and support the thirteen (13) New Hampshire Small Rural Hospitals (SRHs) to implement the activities the hospitals choose as a group from the menu of grant activities provided annually by the Small Rural Hospital Improvement Program Grant, which may include, but are not limited to:

1.1.1. Joining accountable care organizations (ACOs).

1.1.2. Participating in shared savings programs.

1.1.3. Purchasing health information technology, to comply with quality improvement activities, which may include advancing patient care information, promoting interoperability, and payment bundling.

1.2. The Contractor shall engage the thirteen (13) New Hampshire SRHs in order to identify how small rural facilities can target their services to the areas of highest need. The Contractor shall :

1.2.1. Facilitate a peer-learning group of SRHs with the goal of sharing lessons learned and current efforts to promote population health.

1.2.2. Support hospitals in completing the Pathways to Population Health Compass Assessment to obtain a baseline of where their current population health efforts are along the continuum.

1.2.3. Analyze the community benefit activities completed by the SRHs and match expenditures to the most recent Community Health Needs Assessments to create an investment portfolio for each SRH.

1.2.4. Assist SRHs with identifying priority areas, as supported by data reports issued by the Bureau of Public Health Statistics and Informatics (BPHSI) which uses aggregated data publicly available on the State of New Hampshire Web-Based Interactive System for Direction and Outcome Measures (WISDOM) portal, and connecting the SRHs with State and community resources to accomplish identified goals.

1.2.5. Liaise with the Department's DPHS Rural Health Manager to find resources available for initiatives that SRHs are interested in implementing.

1.2.6. Identify Community Based Organizations that may support SRH activities.

1.2.7. Appoint a Director of Population Health for this project who is available to support SRHs and answer questions throughout the project period.

1.2.8. Host a monthly gathering of SRH population health managers, either virtually or in-person, in order to :

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1.2.8.1. Provide networking opportunities.

1.2.8.2. Provide resources for hospitals ready for the next phase of the project, as defined in the work plan.

1.2.8.3. Share success stories and lessons learned from those who have successfully implemented initiatives.

1.3. The Contractor shall ensure all contract activities are pre-approved by the Department's Rural Health and Primary Care Section (RHPCS).

1.4. The Contractor shall coordinate a minimum of one (1) Medicare Bootcamp per year, not to exceed two (2) Medicare Bootcamps per year. The Contractor shall ensure:

1.4.1. Medicare Bootccamp curriculum supports the SRH revenue streams by ensuring maximal reimbursement for services is obtained.

1.4.2. SRHs are aware of scholarship funds available to support staff attendance at Medicare Bootcamp trainings.

1.5. The Contractor shall collaborate with the Department to manage a scholarship program that promotes Medicare Bootcamp attendance for SRH staff.

1.6. The Contractor shall maintain a Medicare Bootcamp attendance list that includes telephone and email contact information for each attendee, which must be given to the Department's RHPCS no later than two (2) weeks following each training.

1.7. The Contractor shall ensure Medicare Bootcamp participants are made aware of and are encouraged to complete a Department-issued evaluation survey and document if the participants would like to be contacted via phone or sent an online survey.

1.8. The Contractor shall meet, in a frequency determined by the Contractor and SRHs, with a representative group of Chief Financial Officers for the SRHs to plan aspects of learning sessions, which include but are not limited to:

1.8.1. Major objectives of the Bootcamps.

1.8.2. Recruitment of participants for the sessions.

1.8.3. Organization of all components of the education sessions for delivery.

1.8.4. Creation or selection of learning sessions based on the needs prioritized by Chief Financial Officers.

1.9. The Contractor shall engage each interested SRH in the Population Health and Hotspotting Project (PHHP), which utilizes hospital inpatient and outpatient data provided by the Department as well as several National datasets to examine where certain physical health and social determinants of health risk factors are clustered in hospital service areas to improve the health of residents in each hospital service area and ensure maximal reimbursement in the transition to

value-based payments. The Contractor shall ensure activities include, but are not limited to:

1.9.1. Completing the Pathways to Population Health Compass Assessment, created by the Institute for Healthcare Improvement, to assess how the SRH are supporting population health efforts in their service area. The Contractor shall ensue the assessment team includes a variety of stakeholders, which may include but are not limited to:

1.9.1.1. PHHP contact.

1.9.1.2. Staff responsible for Population Health.

1.9.1.3. Community Health Workers/Care Coordinators.

1.9.1.4. Hospital administration.

1.9.1.5. Staff responsible for Community Benefits.

1.9.1.6. Quality improvement staff.

1.9.1.7. Staff responsible for Patient & Family Engagement.

1.9.2. Engaging SRHs to participate in the Population Health Peer Group, which includes, but is not limited to:

1.9.2.1. Peer-to-peer sharing of best practices.

1.9.2.2. Tools utilized to create/promote population health initiatives.

1.9.2.3. Overall strategies related to population health.

1.9.3. Creating community benefits profiles by outlining:

1.9.3.1. Community investments;

1.9.3.2. Health disparities identified; and

1.9.3.3. Identification of how hospital investments are addressing identified disparities.

1.9.4. Supporting SRHs with identifying goals that advance population health efforts, by reviewing service area hotspotting analyses from the Department. The Contractor shall review hotspotting analyses, which includes but is not limited to:

1.9.4.1. Mapping of aggregate resident data by service area.

1.9.4.2. Heat maps that indicate clusters of population health and social determinants of health needs in hospital service areas.

1.9.4.3. Highlights of the most prevalent needs in hospital service areas and alignment with community benefit profiles to indicate opportunities for future investments.

1.9.5. Assisting with the creation of action plans to address health disparities; support effective and efficient investments; and improve population health efforts.

1.9.6. Evaluating the data by:

1.9.6.1. Assisting each hospital in the identification of metrics to measure progress with population health activities; and

1.9.6.2. Revisiting data at each development meeting with the SRHs to understand the impact of population health activities, the data includes:

1.9.6.2.1. GIS Mapping/Hot-spotting data;

1.9.6.2.2. Completing and/or reviewing IHI Pathways to Population Health Compass Assessments, periodically, to measure progress; and

1.9.6.2.3. Community Benefit Profiles and investments.

1.9.7. Acting as the liaison between the Department's DPHS, Bureau of Public Health Statistics and Informatics (BPHSI) and the SRH(s)

1.9.8. Meeting with hospital leadership to define which member(s) of each hospital will participate in a learning collaborative for population health initiatives.

1.9.9. Documenting monthly the number of times:

1.9.9.1. Contact was attempted via telephone.

1.9.9.2. Contact was made via telephone.

1.9.9.3. Meeting was held via telephone.

1.9.9.4. In-person meeting was completed.

1.9.9.5. New hospital representative was recruited for learning collaborative.

1.9.10. Documenting the number of SRHs that participate in the learning collaborative meetings, specifying date, time, and participants.

1.9.11. Referring SRHs to resources and programs available to enhance population health efforts including those available at the Bureau of Population Health and Community Services and the other Community Based Organizations to implement and bolster new initiatives.

1.10. Work Plan

1.10.1. The Contractor shall work with the Department to finalize a Work Plan for year one (1) of the Contract period within thirty (30) days of the Contract effective date.

1.10.2. The Contractor shall develop and submit a draft Work Plan for year two (2) of the contract period no later than ninety (90) days prior to the end of year one (1) of the Contract period.

1.10.3. The Contractor shall work with the Department to finalize the Work Plan for year two (2) of the Contract period prior to the start of year two (2).

1.10.4. The Contractor shall ensure work plans are used to confirm progress toward meeting the performance measures and program objectives.

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

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 communicate to the Department's RHPCS through monthly meetings held in person or with the use of a virtual platform that shall include, but is not limited to the following information:

3.1.1. Plans for implementing SHIP menu activities.

3.1.2. Specific activities provided.

3.1.3. Budget status.

3.1.4. An attendance list for activities held.

3.2. The Contractor shall ensure all reports are formatted in a manner that can be shared directly with the SRHs.

4. Performance Measures

4.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored monthly to measure the effectiveness of the agreement:

4.1.1. 50% of participant's report making a change or planning to make a change in their billing processes as a result of attendance at Medicare Bootcamp.

4.1.2. 50% of SRHs engage in the Population Health Peer Group through recruitment efforts by the Contractor.

4.2. The Contractor shall develop and submit a Corrective Action Plan for any performance measure in Section 4.1 that are not achieved to the Department on an annual basis

4.3. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.4. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.

4.5. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

4.6. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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

4.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. **Additional Terms**

5.1. **Impacts Resulting from Court Orders or Legislative Changes**

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

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

5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with

limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. **Credits and Copyright Ownership**

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

6. **Records**

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

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

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the

the Department.

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by federal funds from the Small Rural Hospital Improvement Grant Program, as awarded on December 18, 2020, by the United States Department of Health and Human Services, CFDA 93.301, FAIN H3H00028.
2. For the purposes of this Agreement:
   - 2.1. The Department has identified the Contractor as a Subreceipient, in accordance with 2 CFR 200.330.
   - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.87.
   - 2.3. The de minimis Indirect Cost Rate of 12.5% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-3, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:

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

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

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

12. Audits

    12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

        12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

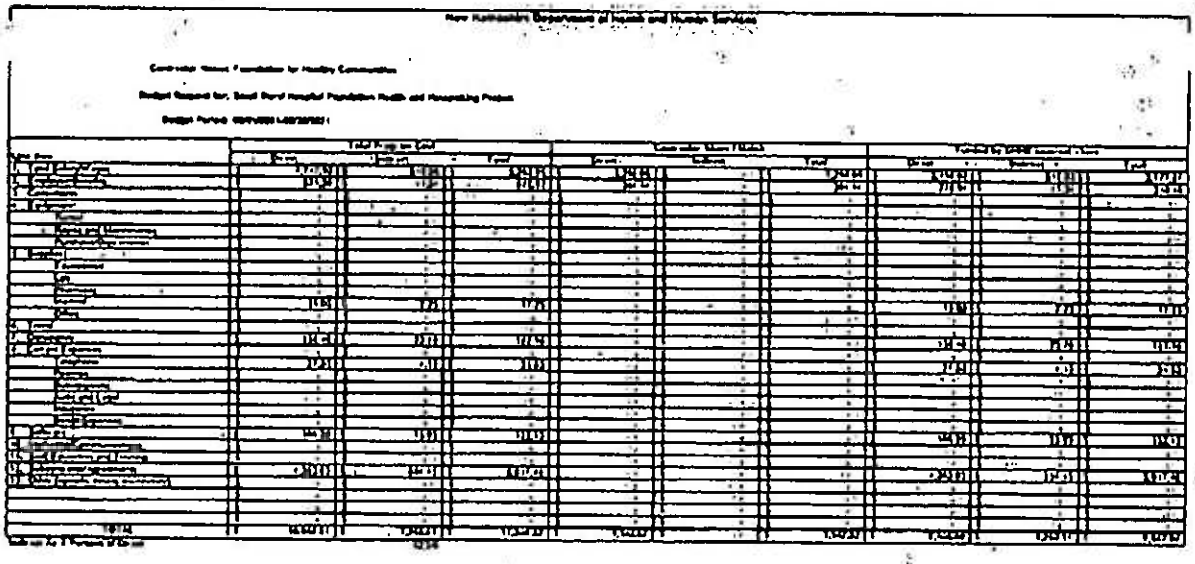
        12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

    12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

    12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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



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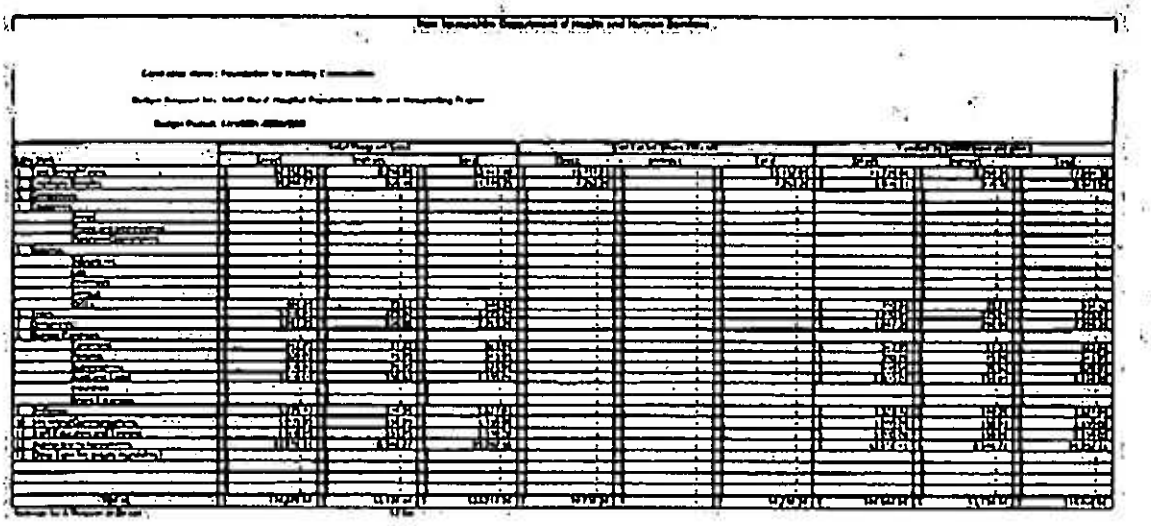

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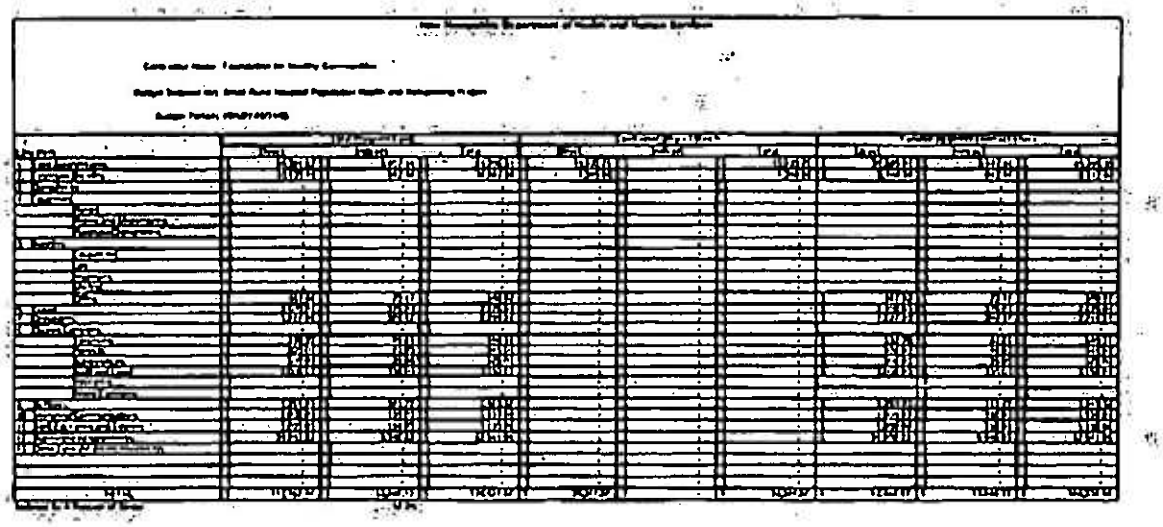

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4/20/2021

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Vendor Name:

DocuSigned by:
Peter Ames
DocuSigned by:

4/20/2021
Date

Name: Peter Ames
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name:

4/20/2021
Date

Name: Peter Ames
Title: Executive Director

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

Contractor Initials PA

Date 4/20/2021

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

4/20/2021
Date

DocuSigned by:
Name: Peter Ames
Title: Executive Director

PA
Contractor Initials
4/20/2021
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.

Contractor Initials PA

Date 4/20/2021

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:

4/20/2021
Date

Name: Peter Ames
Title: Executive Director

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:

4/20/2021
Date

Name: Peter Ames
Title: Executive Director

Contractor Initials PA
Date 4/20/2021

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.

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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	Foundation for Healthy Communities
The State	Name of the Contractor
Lisa M. Morris	Peter Ames
Signature of Authorized Representative	Signature of Authorized Representative
Lisa M. Morris	Peter Ames
Name of Authorized Representative	Name of Authorized Representative
Director, Division of Public Health Srvcs.	Executive Director
Title of Authorized Representative	Title of Authorized Representative
4/20/2021	4/20/2021
Date	Date

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

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

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

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

4/20/2021
Date

Name: Peter Ages
Title: Executive Director

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FORM A

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

1. The DUNS number for your entity is: 615335283

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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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

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Date 4/20/2021