

ARC  
28



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*NEW HAMPSHIRE HOSPITAL*

Lori A. Weaver  
Commissioner

Ellen M. Lapointe  
Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301  
603-271-5300 1-800-852-3345 Ext. 5300  
Fax: 603-271-5395 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 2, 2024

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enter into a **Sole Source** contract with Cardinal Health Pharmacy Services, LLC (VC#168871), Dublin, OH, in the amount of \$87,400 for the provision of remote pharmacist services to patients at New Hampshire Hospital, with the option to renew for up to four (4) additional years, effective July 1, 2024 upon Governor and Council approval, through June 30, 2026. 32% General Funds. 68% Other Funds (Provider Fees).

Funds are available in the following account for State Fiscal Year 2025, and are anticipated to be available in State Fiscal Year 2026, 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.

**05-95-94-940010-8750 Health and Social Services, Dept. of Health and Human Services, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	100/500726	Contracts for Program Services	94057400	\$43,700
2026	100/500726	Contracts for Program Services	94057400	\$43,700
			<b>Total</b>	<b>\$87,400</b>

**EXPLANATION**

This request is **Sole Source** because there are no known viable alternatives to the services provided by the Contractor. The Contractor provides prescription medications for all State agencies through a statewide contract, and they have experience and knowledge with the processes used by the Department at New Hampshire Hospital. Changing to a new provider would involve the cost of implementing the new provider's system, training Department staff, and integrating the new provider with the Department's Electronic Health Record. This would be disruptive to operations at the Acute Psychiatric Facility, including providing necessary medications to the patients in a timely and efficient manner.

The Contractor has been providing remote-in pharmacy services since June of 2019. The Department is satisfied with the services provided by the Contractor, and is seeking a new contract to continue using the Contractor as the remote-in pharmacy services provider at New Hampshire Hospital.

The purpose of this request is to provide remote-in pharmacist services during non-business hours at New Hampshire Hospital in order to ensure all prescriptions ordered by physicians are reviewed prior to medications being administered to patients.

Approximately 3,000 individuals will be served during State Fiscal Years 2025 and 2026.

The remote pharmacist reviews the medical history, diagnosis, allergies, prior adverse drug reactions, and duplication of medication therapies when filling prescribed medications. After hours pharmacist services reduce events of adverse drug reactions and misadministration of medications to the patients at New Hampshire Hospital during non-business hours when the hospital pharmacy is closed.

The Department monitors contracted services to ensure the following requirements are met:

- Each remote-In order is verified for drug and food interactions.
- Allergy reviews are completed for each remote-In order, and the Department is notified of positive results.
- Each prescription is checked to ensure drug strength is consistent with the prescribed dose.
- Duplicated requests will be communicated to the Department prior to processing the identified order.
- Each order is processed using Computerized Physician Order Entry.

As referenced in Exhibit A, Revisions to Standard Contract Provisions of the attached agreement, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the patients at New Hampshire Hospital will be at an increased risk for drug reactions when a pharmacist is not present, and the Department may not meet the standards of the Joint Commission on Accreditation of Health Care Organizations.

Area served: New Hampshire Hospital.

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

Respectfully submitted,



Lori A. Weaver  
Commissioner

Subject: After Hours Pharmacy Remote-In Services SS-2025-NHH-03-AFTER-01

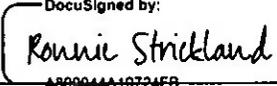
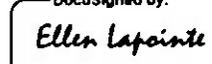
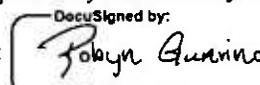
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Cardinal Health Pharmacy Services, LLC		1.4 Contractor Address 7000 Cardinal Place, Dublin, OH, 43017	
1.5 Contractor Phone Number 614-757-5000	1.6 Account Unit and Class 05-95-94-940010-8750-100-50 0726	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$87,400
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 2/2/2024		1.12 Name and Title of Contractor Signatory Ronnie Strickland National Operations Director	
1.13 State Agency Signature DocuSigned by:  Date: 2/2/2024		1.14 Name and Title of State Agency Signatory Ellen Lapointe Chief Executive Officer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 2/6/2024			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph .12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

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

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

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

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**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 on July 1, 2024 ("Effective Date").

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

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

1.4. Paragraph 14, Insurance, Subparagraph 14.1.2 is deleted in its entirety and replaced as follows:

14.1.2 Professional liability insurance to cover professional malfeasance, errors or omissions in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

1.5. Paragraph 14, Insurance, Subparagraph 14.3 is deleted in its entirety and replaced as follows:

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT A**

---

- 14.3 The Contractor may self-insure for any of the forgoing insurance. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must provide after hours Remote-In pharmacy services for patients at New Hampshire Hospital (NHH).
- 1.2. The Contractor shall provide a minimum of one (1) licensed and qualified pharmacist who shall:
  - 1.2.1. Be available via electronic means three hundred and sixty-five (365) days per year.
  - 1.2.2. Respond to New Hampshire Hospital (NHH) staff within thirty (30) minutes of first communication.
  - 1.2.3. Receive and review medication orders using Rx Connect software provided by the Department to determine approval or denial of medication orders.
  - 1.2.4. Provide phone consultation, as needed.
- 1.3. The Contractor shall provide training to all Remote-In pharmacy staff on New Hampshire Hospital's policies and protocols based on information provided by NHH pharmacists.
- 1.4. The Contractor shall ensure all Remote-In pharmacy staff review the patient profile prior to approving medication, which includes, but is not limited to:
  - 1.4.1. Medication history;
  - 1.4.2. Medication reconciliation;
  - 1.4.3. Diagnosis;
  - 1.4.4. Allergies;
  - 1.4.5. Prior adverse drug reactions;
  - 1.4.6. Height;
  - 1.4.7. Weight;
  - 1.4.8. Age;
  - 1.4.9. Gender;
  - 1.4.10. Pregnancy status;
  - 1.4.11. Duplication of medication therapies;
  - 1.4.12. Potential drug interactions;
  - 1.4.13. Pertinent laboratory data; and
  - 1.4.14. Other pertinent clinical information, as necessary.

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT B**

- 1.5. The Contractor shall communicate with NHH prescribers, pharmacists, and nursing staff in order to assess and determine appropriate measures, which may include, but are not limited to:
  - 1.5.1. Medication therapies.
  - 1.5.2. Alternative therapies.
  - 1.5.3. Drug interactions.
- 1.6. The Contractor shall ensure all medication errors are reported to the Department and have a documented process for transfer of communication with NHH pharmacists.
- 1.7. The Contractor shall accept medication orders written on physician's order sheets submitted by the NHH staff.
- 1.8. The Contractor shall maintain a current non-resident, mail-order pharmacy license as issued by the New Hampshire Board of Pharmacy.
- 1.9. The Contractor shall provide a copy of a current New Hampshire Board of Pharmacy license for each pharmacist providing contracted services to the Department.
- 1.10. The Contractor shall ensure all facilities and/or remote locations adhere to the Health Insurance Portability and Accountability Act (HIPAA) requirements.
- 1.11. The Contractor shall communicate all changes in policies, protocols or medication-use systems within the NHH pharmacy to the Remote-In pharmacy staff no later than two (2) business days upon receiving notification from NHH.
- 1.12. The Contractor shall provide email documentation of all overnight communications with NHH staff to all pharmacists in the NHH pharmacy at the conclusion of daily coverage via a Department approved format.
- 1.13. The Contractor shall respond to NHH staff within thirty (30) minutes of the initial communication.
- 1.14. The Contractor shall contact the prescriber with medication questions within thirty (30) minutes of receiving requests.
- 1.15. The Contractor must ensure services meet the following requirements, as determined by the Department:
  - 1.15.1. Each Remote-In order is verified for drug and food interactions;
  - 1.15.2. All Contractor pharmacy employees demonstrate the required knowledge, skills, ability and behaviors to safely process orders in Rx Connect following after initial training is provided by the Department;
  - 1.15.3. Allergy reviews are completed, and prescriber are notified of positive results when applicable;

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT B**

- 1.15.4. Duplicate requests are identified and communicated to the prescriber prior to processing the order;
- 1.15.5. Drug strength matches the dose in the prescriber's order;
- 1.15.6. Each prescription is written to be administered at specific times as applicable;
- 1.15.7. Patients are protected from adverse effects of medications related to disease states and identified instances are communicated such with the prescriber;
- 1.15.8. Each order is clarified with the prescriber prior to making a decision to reject order.
- 1.15.9. Computerized Physician Order Entry (CPOE), also known as Telephone Order Read Back, is used to enter or modify prescriber orders, as applicable;
- 1.15.10. Concerns about dosing limitation are reviewed with the prescriber if applicable;
- 1.15.11. Prescribed medications are available in the automatic dispensing machine (Pyxis) at all times.
- 1.16. The Contractor agrees that any encounter that does adhere to each of the requirements in Subsection 1.14 above will not accrue to the monthly minimum order lines described in Exhibit C, Payment Terms, Table C-1.
- 1.17. Reporting
  - 1.17.1. The Contractor must provide key data in a format and at a frequency specified by the Department; including, but not limited to:
    - 1.17.1.1. A consultation report for each interaction with Department staff.
    - 1.17.1.2. A variance report for each instance an error occurs.
- 1.18. Background Checks
  - 1.18.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone a criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement.
- 1.19. Department Owned Systems and Network Usage
  - 1.19.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement who are authorized by the Department's Information Security Office to access the Department network in the fulfillment of

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT B**

this Agreement must:

- 1.19.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.19.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.19.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.19.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.19.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.19.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.19.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.19.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.19.1.9. Agree when utilizing the Department's email system:

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT B**

---

1.19.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".

1.19.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.19.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

**CONFIDENTIALITY NOTICE:** "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.19.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.19.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.19.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.19.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.19.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT B**

1.19.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.19.2. Workspace Requirement

1.19.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.19.3. State of New Hampshire's Website Copyright

1.19.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

**2. Exhibits Incorporated**

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D DHHS Information Security Requirements.

2.2. The Contractor must 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 E Business Associate Agreement, which has been executed by the parties.

**3. Additional Terms**

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT B**

compliance therewith.

**3.2. Credits and Copyright Ownership**

- 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.2.3.1. Brochures.
  - 3.2.3.2. Resource directories.
  - 3.2.3.3. Protocols or guidelines.
  - 3.2.3.4. Posters.
  - 3.2.3.5. Reports.
- 3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such 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.

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT B**

---

- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 32% General funds.
  - 1.2. 68% Other funds (Provider Fees).
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table C-1, below:

<b><u>Table C-1</u></b>	
<b><u>Description</u></b>	<b><u>Price Per Inquiry/Match</u></b>
Monthly minimum charge (Minimum of 375 order lines)	\$1,875
Cost per order line above monthly minimum of 375 order lines	\$5.00

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [NHHFinancialServices@dhhs.nh.gov](mailto:NHHFinancialServices@dhhs.nh.gov) or mailed to:

Financial Manager

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT C**

Department of Health and Human Services  
New Hampshire Hospital  
71 Fruit Street  
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The Department reserves the right to deduct five dollars (\$5.00) for each pharmacy error on the corresponding invoice, as determined by the Department. Errors will be documented and relayed in writing to the appropriate individuals at Cardinal Health Pharmacy Services LLC.
7. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. 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.
9. Audits
  - 9.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 9.1.1. 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.
    - 9.1.2. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2. CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
    - 9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor

**New Hampshire Department of Health and Human Services  
After Hours Pharmacy Remote-In Services**

**EXHIBIT C**

---

shall submit quarterly progress reports on the status of implementation of the corrective action plan.

- 9.3. 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.
- 9.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

## New Hampshire Department of Health and Human Services

### Exhibit D

## DHHS Information Security Requirements

### A. Definitions

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

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

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

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

Contractor Initials

OS  
KS

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

**Exhibit D**

**DHHS Information Security Requirements**

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.

Contractor Initials DS  
RS

## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

---

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.

Contractor Initials

DS  
RS

## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials

DS  
RS

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

**Exhibit D**

**DHHS Information Security Requirements**

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.).

Contractor Initials

DS  
RS

## New Hampshire Department of Health and Human Services

### Exhibit D

#### DHHS Information Security Requirements

---

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

Contractor Initials

DS  
RS

## New Hampshire Department of Health and Human Services

### Exhibit D

#### DHHS Information Security Requirements

---

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/doiit/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.

Contractor Initials

DS  
RS

## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

---

- 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;

Contractor Initials

DS  
RS

## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

---

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



## New Hampshire Department of Health and Human

### Exhibit E

## BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

### (1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
  - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including ~~but not~~

Exhibit E

Business Associate Agreement  
Page 1 of 5

Contractor Initials

RS

Date 2/2/2024



## New Hampshire Department of Health and Human

### Exhibit E

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, according to the terms set forth in paragraph c. and d. below;
  - III. According to the HIPAA minimum necessary standard;
  - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
  - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

### (3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov) after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Exhibit E

Business Associate Agreement  
Page 2 of 5

Contractor Initials

RS

V 2.0

Date 2/2/2024



## New Hampshire Department of Health and Human

### Exhibit E

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
  - III. Whether the protected health information was actually acquired or viewed; and
  - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
  - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
  - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
  - h. Within ten (10) 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 BAA and the Agreement.
  - i. 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.
  - j. 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.
  - k. Business Associate shall document any disclosures of PHI and information related to any 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.
  - l. 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<sup>DS</sup> in

Exhibit E

Business Associate Agreement  
Page 3 of 5

Contractor Initials RS

Date 2/2/2024



## New Hampshire Department of Health and Human

### Exhibit E

accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
  - VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:  
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

#### (6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations <sup>used,</sup>

Exhibit E

Business Associate Agreement  
Page 4 of 5

Contractor Initials RS

Date 2/2/2024



New Hampshire Department of Health and Human

Exhibit E

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Cardinal Health Pharmacy Services

The State

Name of the Contractor

DocuSigned by: Ellen Lapointe

DocuSigned by: Ronnie Strickland

Signature of Authorized Representative

Signature of Authorized Representative

Ellen Lapointe

Ronnie Strickland

Name of Authorized Representative

Name of Authorized Representative

Chief Executive Officer

National Operations Director

Title of Authorized Representative

Title of Authorized Representative

2/2/2024

2/2/2024

Date

Date

Exhibit E

Contractor Initials

RS

# 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 CARDINAL HEALTH PHARMACY SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on July 17, 2009. 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: 616770

Certificate Number: 0006350090



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of November A.D. 2023.

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

David M. Scanlan  
Secretary of State

**CARDINAL HEALTH PHARMACY SERVICES, LLC**  
**OFFICER'S CERTIFICATE**

The Treasurer of Cardinal Health Pharmacy Services, LLC, a Delaware limited liability company (the "**Company**") hereby certifies that:

1. I am the duly elected, qualified and acting Treasurer of the Company, and I am authorized and empowered to deliver this Certificate on behalf of the Company.
2. Attached as Exhibit A hereto is a true and correct copy of the Written Consent of the Sole Member of the Company effective as of January 1, 2024.
3. I further certify that Exhibit A has not been revoked, cancelled, annulled or further amended in any manner, and remains in full force and effect.
4. This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority.
5. Further, Ronnie Strickland's authority is still in effect as of the date signed below and has not been revoked.

**IN WITNESS WHEREOF**, the undersigned has hereunto executed this certificate on  
Jan 4, 2024

  
Scott B Zimmerman (Jan 4, 2024 15:29 EST)  
\_\_\_\_\_  
Scott Zimmerman  
Vice President and Treasurer

EXHIBIT A

CARDINAL HEALTH PHARMACY SERVICES, LLC

ACTION WITHOUT A MEETING  
BY WRITTEN CONSENT  
OF THE  
SOLE MEMBER

Effective as of  
January 1, 2024

The undersigned, being the Sole Member named in the Limited Liability Company Agreement of Cardinal Health Pharmacy Services, LLC, a Delaware limited liability company (the "Company"), in accordance with the Delaware Limited Liability Company Act, hereby approves and adopts the following resolutions without a meeting, as of the date set forth above:

RESOLVED, that the National Operations Director for Remote Pharmacy Services is hereby authorized on behalf of the Company to enter into said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate and Ronnie Strickland is the National Operations Director for Remote Pharmacy Services.

RESOLVED, that the officers of the Company are individually authorized to delegate in writing his or her authority in connection with any contracts with the State of New Hampshire to other employees of the Company; and finally,

RESOLVED, that any and all actions taken previously by the Company, its officers and/or employees in connection with any contracts with the State of New Hampshire are hereby adopted, approved, confirmed and ratified as acts of and on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this consent on  
Jan 4, 2024

CARDINAL HEALTH, INC.  
Sole Member

  
Scott B Zimmerman (Jan 4, 2024 15:29 EST)  
Scott Zimmerman  
Vice President and Assistant Treasurer

# Cardinal Health Certificate of Authority

Final Audit Report

2024-01-04

Created:	2024-01-04
By:	Janette Weaver (janette.weaver@cardinalhealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACyPb2V4PI5jBPYzYKB3r4dGZPNBC8e_J

## "Cardinal Health Certificate of Authority" History

-  Document created by Janette Weaver (janette.weaver@cardinalhealth.com)  
2024-01-04 - 8:07:18 PM GMT- IP address: 134.238.164.156
-  Document emailed to scott.zimmerman@cardinalhealth.com for signature  
2024-01-04 - 8:09:50 PM GMT
-  Email viewed by scott.zimmerman@cardinalhealth.com  
2024-01-04 - 8:21:49 PM GMT- IP address: 104.47.58.254
-  Signer scott.zimmerman@cardinalhealth.com entered name at signing as Scott B Zimmerman  
2024-01-04 - 8:29:04 PM GMT- IP address: 134.238.187.72
-  Document e-signed by Scott B Zimmerman (scott.zimmerman@cardinalhealth.com)  
Signature Date: 2024-01-04 - 8:29:06 PM GMT - Time Source: server- IP address: 134.238.187.72
-  Agreement completed.  
2024-01-04 - 8:29:06 PM GMT



June 30, 2023

To whom it may concern:

This is a declaration and confirmation by Cardinal Health, Inc. and its subsidiaries exclusively that:

Cardinal Health is self-insured for products, completed operations liability and pharmacist professional liability. You will not be named as additional insured for any of the self-insured retention limits of the product liability, completed operations liability and pharmacist professional liability coverages. Cardinal Health's self-insurance is backed by its financial strength documented in financial statements found at [www.cardinalhealth.com](http://www.cardinalhealth.com). The existence of self-insurance within Cardinal Health's insurance program does not change any contractual obligation we may have, and shall not be deemed to exceed the scope of coverage and/or limits required, under our written contract or agreement with you.

As respects the Automobile Liability, Automobile Physical Damage, Comprehensive and Collision coverage is self-insured for all owned and leased vehicles.

Please direct any questions or concerns to [GMB-DUB-RiskManagement@cardinalhealth.com](mailto:GMB-DUB-RiskManagement@cardinalhealth.com).

Denise Johnston  
Director, Risk Management

JPK/as

enc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/11/2023

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Cincinnati OH Office 8044 Montgomery Road Suite 405 Cincinnati OH 45236-2919 USA	<b>CONTACT NAME:</b> PHONE (A.C. No. Ext): (866) 283-7122      FAX (A.C. No.): (800) 363-0105 E-MAIL ADDRESS:														
<b>INSURED</b> Cardinal Health, Inc. (See Additional Page) 7000 Cardinal Place Dublin OH 43017 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B: XL Insurance America Inc</td> <td>24554</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Co</td> <td>37885</td> </tr> <tr> <td>INSURER D: Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: XL Insurance America Inc	24554	INSURER C: XL Specialty Insurance Co	37885	INSURER D: Indian Harbor Insurance Company	36940	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Greenwich Insurance Company	22322														
INSURER B: XL Insurance America Inc	24554														
INSURER C: XL Specialty Insurance Co	37885														
INSURER D: Indian Harbor Insurance Company	36940														
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** 570101457119      **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADD. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RGD943716718	06/30/2023	06/30/2024	EACH OCCURRENCE: \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY: \$5,000,000 GENERAL AGGREGATE: \$5,000,000 PRODUCTS - COM/POP AGG: Excluded Liquor Liability Lim: Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY in			RAD943716818	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident): \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			US00092147LI23A SIR applies per policy terms & conditions	06/30/2023	06/30/2024	EACH OCCURRENCE: \$5,000,000 AGGREGATE: \$5,000,000 Products/Completed O: Excluded
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD943512518 (AOS) RWR943512618 (WI)	06/30/2023	06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$5,000,000 E.L. DISEASE-EA EMPLOYEE: \$5,000,000 E.L. DISEASE-POLICY LIMIT: \$5,000,000
D	E&O - Professional Liability Primary			RGD943797704 E&O SIR applies per policy terms & conditions	06/30/2023	06/30/2024	Loss Limit: \$5,000,000

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

**CERTIFICATE HOLDER**

**CANCELLATION**

Cardinal Health, Inc. 7000 Cardinal Place Dublin OH 43017 USA	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  <i>Aon Risk Services Northeast, Inc</i>
---	--

Holder Identifier : Z

570101457119

Certificate No :





AGENCY CUSTOMER ID:

570000070825



LOC #:

## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cardinal Health, Inc.	
POLICY NUMBER See Certificate Numbe 570101457119		EFFECTIVE DATE:	
CARRIER See Certificate Numbe 570101457119	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

#### Evidence of Coverage

As respects the Commercial General Liability Policy:  
 Additional Insured Managers or Lessors of Premises : as required by written contract  
 Additional Insured Owners, Lessees or Contractors - Scheduled Persons or Organization : as required by written contract  
 Coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured and shall not increase the applicable Limits of Insurance

As respects the Automobile Liability Policy:  
 Coverage symbol 1 (Any Auto) applies to Automobile Liability which includes coverage for Hired / Non-Owned Autos  
 Lessor - Additional Insured: all leased autos.  
 The policy will pay as interest may appear, you (Cardinal Health) and the lessor named in this endorsement for "loss" to a "leased auto".  
 Additional Insured where Required under Written Contract or Agreement Endorsement

As respects General Liability, Automobile Liability, and Workers Compensation Policies:  
 Waiver of Subrogation is permitted as required by written contract or agreement executed prior to loss and in accordance with the terms, conditions and exclusions of the applicable policies.



LOC #:

## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

<b>AGENCY</b> Aon Risk Services Northeast, Inc.		<b>NAMED INSURED</b> Cardinal Health, Inc.	
<b>POLICY NUMBER</b> See Certificate Numbe 570101457119		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b> See Certificate Numbe 570101457119	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

#### Named Insured Listing

Named Insured Listing for June 30, 2023 - June 30, 2024 includes but is not limited to the following:

A+ Secure Packaging, LLC  
 Abilene Nuclear, LLC  
 Acuity GPO, LLC  
 Aero-Med, LLC  
 Allegiance (BVI) Holding Co. Ltd.  
 Allegiance Corporation  
 Allegiance Healthcare (Labuan) Pte. Ltd.  
 Allegiance I, LLC  
 Allegiance Labuan Holdings Pte. Ltd.  
 API (Suppliers) Limited  
 Blue Robin, LLC  
 C. International, Inc.  
 Cardinal Distribution Holding Corporation - I  
 Cardinal Distribution Holding Corporation - II  
 Cardinal Health (Shanghai) Medical Devices Co., Ltd.  
 Cardinal Health 100, Inc.  
 Cardinal Health 104 LP  
 Cardinal Health 105, LLC  
 Cardinal Health 107, LLC  
 Cardinal Health 108, LLC  
 Cardinal Health 110, LLC  
 Cardinal Health 112, LLC  
 Cardinal Health 113, LLC  
 Cardinal Health 114, Inc.  
 Cardinal Health 115, LLC  
 Cardinal Health 116, LLC  
 Cardinal Health 118, LLC  
 Cardinal Health 119, LLC  
 Cardinal Health 121, LLC  
 Cardinal Health 122, LLC  
 Cardinal Health 123, LLC  
 Cardinal Health 124, LLC  
 Cardinal Health 125, LLC  
 Cardinal Health 126, LLC  
 Cardinal Health 127, Inc.  
 Cardinal Health 128, LLC  
 Cardinal Health 130, LLC  
 Cardinal Health 131, LLC  
 Cardinal Health 132, LLC  
 Cardinal Health 133, Inc.  
 Cardinal Health 2, LLC  
 Cardinal Health 200, LLC  
 Cardinal Health 201 Canada L.P.  
 Cardinal Health 201, LLC  
 Cardinal Health 215, LLC  
 Cardinal Health 222 (Thailand) Ltd.  
 Cardinal Health 242, LLC  
 Cardinal Health 247, Inc.  
 Cardinal Health 249, LLC  
 Cardinal Health 250 Dutch C.V..



## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Aon Risk Services Northeast, Inc.		<b>NAMED INSURED</b> Cardinal Health, Inc.	
<b>POLICY NUMBER</b> See Certificate Numbe 570101457119		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b> See Certificate Numbe 570101457119	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25    **FORM TITLE:** Certificate of Liability Insurance

Named Insureds Continued

Cardinal Health 3, LLC  
 Cardinal Health 414, LLC  
 Cardinal Health 418, Inc.  
 Cardinal Health 5, LLC  
 Cardinal Health 500, LLC  
 Cardinal Health 524, LLC  
 Cardinal Health 529, LLC  
 Cardinal Health 6, Inc.  
 Cardinal Health 7, LLC  
 Cardinal Health 8, LLC  
 Cardinal Health Australia 503 Pty Ltd.  
 Cardinal Health Austria 504 GmbH  
 Cardinal Health Belgium 505 BVBA  
 Cardinal Health Canada Holdings Cooperatie U.A.  
 Cardinal Health Canada Inc.  
 Cardinal Health Capital Corporation  
 Cardinal Health Cardiology Solutions, LLC  
 Cardinal Health Chile Limitada  
 Cardinal Health Colombia S.A.S.  
 Cardinal Health Commercial Technologies, LLC  
 Cardinal Health Corporate Solutions, LLC  
 Cardinal Health D.R. 203 II Ltd.  
 Cardinal Health Denmark ApS  
 Cardinal Health do Brasil Ltda.  
 Cardinal Health Finance  
 Cardinal Health Finland Oy  
 Cardinal Health Foundation  
 Cardinal Health France 506 SAS  
 Cardinal Health Funding, LLC  
 Cardinal Health Germany 507 GmbH  
 Cardinal Health Germany Manufacturing GmbH  
 Cardinal Health Holding International, Inc.  
 Cardinal Health Holdings Hungary Kft.  
 Cardinal Health International India Pvt. Ltd.  
 Cardinal Health International Philippines, Inc.  
 Cardinal Health IPS, LLC  
 Cardinal Health Ireland 419 Designated Activity Company  
 Cardinal Health Ireland 508 Limited  
 Cardinal Health Ireland Manufacturing Limited  
 Cardinal Health Ireland Unlimited Company  
 Cardinal Health Italy 509 S.r.l.  
 Cardinal Health Korea Limited  
 Cardinal Health Luxembourg 420 S.a.r.l.  
 Cardinal Health Luxembourg 522 S.à.r.l.  
 Cardinal Health Malaysia 211 Sdn. Bhd.  
 Cardinal Health Malta 212 Limited  
 Cardinal Health Managed Care Services, LLC  
 Cardinal Health Mexico 514 S. de R.L. de C.V.  
 Cardinal Health Middle East FZ-LLC  
 Cardinal Health MPB, Inc.  
 Cardinal Health Napoleon Holding, LLC  
 Cardinal Health Netherlands 502 B.V.  
 Cardinal Health Netherlands 525 Coöperatie U.A.  
 Cardinal Health Netherlands 528 B.V.



## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Aon Risk Services Northeast, Inc.		<b>NAMED INSURED</b> Cardinal Health, Inc.	
<b>POLICY NUMBER</b> See Certificate Numbe 570101457119		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b> See Certificate Numbe 570101457119	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.**

**FORM NUMBER:** ACORD 25    **FORM TITLE:** Certificate of Liability Insurance

Named Insureds Continued

Cardinal Health P.R. 120, Inc.  
 Cardinal Health P.R. 218, Inc.  
 Cardinal Health P.R. 220, LLC  
 Cardinal Health P.R. 436, Inc.  
 Cardinal Health Panama, S. de R.L.  
 Cardinal Health Pharmaceutical Contracting, LLC  
 Cardinal Health Pharmacy Services, LLC  
 Cardinal Health Singapore 225 Pte. Ltd.  
 Cardinal Health Spain 511 S.L.  
 Cardinal Health Sweden 512 A.B.  
 Cardinal Health Switzerland 515 GmbH  
 Cardinal Health Systems, Inc.  
 Cardinal Health Technologies Switzerland GmbH  
 Cardinal Health Technologies, LLC  
 Cardinal Health U.K. 418 Limited  
 Cardinal Health U.K. 432 Limited  
 Cardinal Health U.K. Holding Limited  
 Cardinal Health U.K. International Holding LLP  
 Cardinal Health, Inc.  
 Cardinal MED Equipment Consulting (Shanghai) Co., Ltd.  
 Cirpro de Delicias S.A. de C.V.  
 Clinic Pharmacies III, LLC  
 Clinic Pharmacies, LLC  
 Community Pharmacy Enterprises, LLC  
 Convertors de Mexico S.A. de C.V.  
 Cordis Corporation  
 Cornerstone Rheumatology LP  
 Covidien Manufacturing Solutions, S.A.  
 Dutch American Manufacturers II (D.A.M. II) B.V.  
 Ellipticare, LLC  
 EPIC Insurance Company  
 Especialidades Medicas Kenmex S.A. de C.V.  
 Experience East, LLC  
 Flexible Stenting Solutions, Inc.  
 Generic Drug Holdings, Inc.  
 GetOutcomes, LLC  
 Griffin Capital, LLC  
 HDG Acquisition, Inc.  
 imgRx Healdsburg, Inc.  
 imgRx Salud, Inc.  
 imgRx SJ Valley, Inc.  
 imgRx SLO, Inc.  
 imgRx Sonoma, Inc.  
 InnerDyne Holdings, Inc.  
 Innovative Therapies, LLC  
 Instant Diagnostic Systems, Inc (Inactive - Aug 2018)  
 InteCardia-Tennessee East Catheterization, LLC  
 ITI Sales, LLC  
 Kendall-Gammatron Limited  
 Killilea Development Company, Ltd  
 Kinray I, LLC  
 KPR Australia Pty. Ltd  
 KPR U.S., Inc.  
 KPR U.S., LLC  
 Leader Drugstores, Inc



LOC #:

## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

<b>AGENCY</b> Aon Risk Services Northeast, Inc.		<b>NAMED INSURED</b> Cardinal Health, Inc.	
<b>POLICY NUMBER</b> See Certificate Numbe 570101457119		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b> See Certificate Numbe 570101457119	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds Continued

Ludlow Technical Products Canada, Ltd.  
 Marin Apothecaries  
 Medicap Pharmacies Incorporated  
 Medicine Shoppe Capital Corporation  
 Medicine Shoppe International, Inc.  
 Medicine Shoppe Internet, Inc.  
 Mediquip Sdn. Bhd.  
 Mirixa Corporation  
 MosaicGPO, LLC  
 MSCRIPTS, HOLDING, LLC  
 MSCRIPTS, LLC  
 One Cloverleaf, LLC  
 Outcomes Incorporated  
 Owen Shared Services, Inc.  
 Pharmacy Operations Of New York, Inc.  
 Pharmacy Operations, Inc.  
 Physicians Purchasing, Inc.  
 Pinnacle Intellectual Property Services, Inc.  
 Pinnacle Intellectual Property Services-International, Inc.  
 Quiroproductos de Cuauhtemoc S. de R.L. de C.V.  
 RainTree Administrative Services, LLC  
 RainTree Care Management, LLC  
 RainTree GPO, LLC  
 Red Oak Sourcing, LLC  
 Renal Purchasing Group, LLC  
 RGH Enterprises, LLC  
 RT Oncology Services Corporation  
 Rxealtime, Inc.  
 Scalamed (US), Inc.  
 ScalaMed Pty Ltd  
 Sierra Radiopharmacy, L.L.C.  
 SOAR Network, LLC  
 Sonexus Health Access & Patient Support, LLC  
 Sonexus Health Distribution Services, LLC  
 Sonexus Health Financial Solutions, LLC  
 Sonexus Health Pharmacy Services, LLC  
 Sonexus Health, LLC  
 TelePharm, LLC  
 The Harvard Drug Group, L.L.C.  
 Traverse GPO, LLC  
 Velocare, LLC  
 wavemark Cyprus Pvt. Ltd.  
 wavemark Lebanon Offshore s.a.l.  
 wavemark, Inc.