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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

March 22, 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, Division of Long Term Supports and Services, to enter into a contract with Pinnacle Communications Resource Company, LLC. (VC#456510-B001), Baltimore, MD, in the amount of $470,872 for the development and implementation of a statewide, multimodal public awareness campaign to increase knowledge on brain health, Alzheimer's disease, and related dementias, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2025. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2024 and 2025, 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.

05-95-48-481010-89430000 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT; HHS: DLTSS-ELDERLY & ADULT SVCS; ALZHEIMERS & RELATED DISORDERS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	103-502664	Contracts for Opr Svc	48130630	$195,454
2025	103-502664	Contracts for Opr Svc	48130630	$275,418
			Total	**$470,872**

EXPLANATION

The purpose of this request is to spread awareness on brain health and early warning signs of Alzheimer's disease and other types of dementias. Through this agreement and in partnership with the New Hampshire Alzheimer's Association and the New Hampshire State Commission on Aging, the Department will also seek to improve the understanding and awareness of early detection and diagnosis and how to reduce the risk of cognitive decline, particularly among persons in diverse communities who may be at greater risk of developing Alzheimer's disease and other types of dementia. The campaign will focus on symptoms, treatments, and service availability and resources, so that individuals and their families living with Alzheimer's disease and other related dementias can seek medical attention as early as possible. The Contractor will develop and implement a comprehensive, multimodal marketing and public awareness campaign.

Approximately 100,000 individuals will be served during State Fiscal Years 2024 and 2025.

The population to be served through the public awareness campaign includes individuals living with Alzheimer's and other related dementias and their families, healthcare providers, and the general public. The public awareness campaign will be tailored to address the needs of these different stakeholder groups. With an estimated 32,000 New Hampshire residents living with Alzheimer's Disease or related dementias, this campaign aims to shed light on the importance of early detection, primary prevention, and risk reduction in enhancing outcomes. The initiative will spotlight symptoms, treatments, available services and resources, empowering affected individuals and their families to pursue timely medical intervention.

The Department will monitor services through the review of monthly reporting, and engagement in work plans and monthly meetings to ensure:

- Project goals, timelines and milestones are being met.
- Social Media engagement is maximized and effective.
- Strategic collaborations with NH stakeholders are maximized and effective.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from December 18, 2023 through January 24, 2024. The Department received thirteen (13) responses that were reviewed and scored by a team of qualified individuals. This was not a low cost award; the Contractor received the highest combined technical and cost score. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, costs and associated health issues could increase for individuals, as delayed treatment and assistance deprive individuals of crucial early interventions, which could be pivotal in living a longer, more fulfilled life. In addition, communities will not have the opportunity to improve their understanding and awareness of the benefit of early detection and diagnosis, and will be unable to learn strategies to reduce the risk of cognitive decline.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

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

Project ID # RFP-2024-DLTSS-05-PUBLI

Project Title Public Awareness Campaign for Brain Health, Alzheimer's Disease and Related Dementias

	Maximum Points Available	PURPLEGATOR	TOMO360	BEHAVIORAL INSIGHTS TEAM	WARD CIRCLE STRATEGIES	UPLIFTOLOGY	MILLENIUM AGENCY	WEDU	PPH	MASON	ADVANCING HEALTH EQUITY	PINNACLE	ALZHEIMER'S ASSOCIATION	INITIUM HEALTH
Technical														
Q1 - Experience Dev. Public Awareness Campaigns	120	90	93	110	105	80	108	90	80	110	80	110	95	110
Q2 - Knowledge	100	50	75	93	95	55	80	65	75	85	67	97	95	75
Q3 - Work Plan	200	100	125	190	190	120	190	130	155	175	125	190	120	125
Q4 - Population to be Served	80	30	50	75	76	50	73	40	70	80	60	78	70	70
Q5 - Evaluations/Performance Metrics	100	45	80	90	90	85	92	75	65	85	60	92	70	85
Q6 - Work with Stakeholders/Collaboration	100	30	90	94	90	60	97	60	75	75	65	90	80	83
Subtotal - Technical	700	345	513	652	646	450	640	460	520	590	457	657	530	548

If a Vendor fails to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.

Cost														
Vendor Cost	150	XXXX	113	112	118	117	121	58	112	113	113	119	150	113
Vendor Budget Evaluation	150	XXXX	70	100	120	48	85	100	80	83	45	142	60	100
Subtotal - Cost	300	XXXX	183	212	238	165	206	158	192	196	158	261	210	213
TOTAL POINTS	1000	345	696	864	884	615	846	618	712	786	615	918	740	761
TOTAL PROPOSED VENDOR COST		XXXX	$499,242	$500,000	$478,000	$478,220	$465,296	$962,000	$500,000	$498,000	$497,000	$470,872	$374,466	$497,045

	Reviewer Name	Title
1	Laurie Heath	Finance Administrator
2	Tina Goulet	Manager of Family Caregiver
3	Kathleen Remillard	Deputy Communications Director
4	Wendi Aultman	Bureau Chief
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FORM NUMBER P-37 (version 2/23/2023)

Subject: Public Awareness Campaign for Brain Health, Alzheimer's Disease and Related Dementias

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 Pinnacle Communications Resource Company, LLC.		1.4 Contractor Address 1014 W. 35th St, Unit #95 Baltimore, MD 21211	
1.5 Contractor Phone Number 443-765-9341	1.6 Account Unit and Class 05-95-48-481010-89430000 103-502664	1.7 Completion Date June 30, 2025	1.8 Price Limitation $470,872
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: Tracey Haldeman Date: 3/26/2024		1.12 Name and Title of Contractor Signatory Tracey Haldeman President	
1.13 State Agency Signature DocuSigned by: Melissa Hardy Date: 3/27/2024		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 3/27/2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS TH

Date 3/26/2024

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.

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Date 3/26/2024

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.

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Date 3/26/2024

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.

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Contractor Initials TH

Date 3/26/2024

New Hampshire Department of Health and Human Services
Public Awareness Campaign for Brain Health, Alzheimer's Disease and Related Dementias

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it 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 two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible for ensuring 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.

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must develop and implement a statewide, comprehensive, multimodal marketing and public awareness campaign on brain health, Alzheimer's disease and related dementias to provide information to individuals with Alzheimer's or other related dementias and their families, health care providers, and the general public. The campaign must be tailored to include information for each target audience that:

1.1.1. Educates health care professionals about the importance of early detection and timely diagnosis of cognitive impairment;

1.1.2. Explains validated cognitive assessment tools and the value of a Medicare Annual Wellness visit for cognitive health;

1.1.3. Increases public understanding and awareness of early warning signs of Alzheimer's disease and other types of dementia;

1.1.4. Emphasizes the value of early detection and diagnosis, and how to reduce the risk of cognitive decline, particularly among persons in diverse communities who are at greater risk of developing Alzheimer's disease and other types of dementia;

1.1.5. Informs health care professionals and the general public about dementia care coordination services for those living with Alzheimer's disease and related dementias; and

1.1.6. Identifies other resources and services available to individuals living with dementia and their families and caregivers.

1.2. The Contractor must create and utilize a marketing strategy to disseminate information to community partners, which may include, but are not limited to:

1.2.1. Senior Centers;

1.2.2. Libraries;

1.2.3. Area Agencies;

1.2.4. Medical Facilities; and

1.2.5. Families.

1.3. The Contractor must ensure all campaign materials are reviewed and approved by the Department prior to distribution and use.

1.4. The Contractor must develop two (2) focus group participant pools of ten to twelve (10-12) individuals each, balanced by geography, race/ethnicity, age and other key factors identified in collaboration with the Department.

1.5. The Contractor must collaborate with community partners and leaders, as approved by the Department, to extend the reach of messaging efforts to subgroups or segments of the population who are seeking information related to the campaign, and must customize the campaign to allow for local populations and context. This includes working collaboratively with diverse stakeholders, state agencies, and other organizations to implement a successful public awareness campaign.

1.6. The Contractor must create a strategic communication plan, which will act as a working document used to create materials, tools, resources and strategies, by utilizing information gathered through the Work Plan in Subsection 1.22., and through ongoing consultation with the Department, which will communicate the benefits of the following:

1.6.1. Early diagnosis;

1.6.2. Early treatment;

1.6.3. Service availability; and

1.6.4. Other available resources.

1.7. The Contractor must certify the number, frequency, and reach of activities implemented as part of the public awareness strategy, which may include, but is not limited to:

1.7.1. Tracking reach and frequency of paid media campaign;

1.7.2. Community engagement activities; and

1.7.3. Digital outreach.

1.8. The Contractor must work collaboratively with the Department to promote and disseminate print and social media marketing communications statewide regarding the campaign.

1.9. The Contractor must develop effective messaging, slogans and marketing imagery to support the public awareness campaign, which will be disseminated through:

1.9.1. Social and digital media, which may include:

1.9.1.1. Facebook;

1.9.1.2. Instagram;

1.9.1.3. X; and/or

1.9.1.4. Other social media platforms as approved by the Department.

1.10. The Contractor must post the information campaign to the Department's, and/or their website and social media accounts to ensure effective distribution of

information, in collaboration with the Department and with the Department's written approval.

1.11. The Contractor must purchase, manage, and optimize all media for the public awareness campaign.

1.12. The Contractor must purchase, set up, and traffic media across all channels approved by the Department, which includes, but is not limited to:

1.12.1. Negotiating with media outlets in NH to ensure competitive and economical advertising and promotional pricing, and to leverage free, or matched advertising.

1.12.2. Directly uploading social and digital media content in self-service platforms.

1.13. The Contractor must provide marketing materials to marginalized and non-English speaking populations throughout New Hampshire.

1.14. The Contractor must ensure that photography used in social marketing campaigns is registered and in compliance with applicable copyright laws.

1.15. The Contractor must utilize media distribution throughout NH, including, but not limited to, the following media outlets:

GENERAL PUBLIC - Media Distribution - Healthy Brain Aging and Dementia Awareness Campaign

Digital Media	Description
Digital Video - FEP-OTT	Desktop, Mobile, CTV, targeting persons 45+ in New Hampshire, targeting behavioral, interest, psychographic targeting segments. Examples include individuals seeking information on mental health, doctor's appointments, medical information, and seeking a neurologist.
Digital Video - TVPlus	Desktop, Mobile, CTV, targeting persons 45+ in New Hampshire
Spanish Language Streaming Radio	Targeting station to reach Hispanic listeners 40+ in New Hampshire. 30 second Spanish language spot plus 300x250 companion banner ad.
Audience Targeted Display	A50+, New Hampshire, Hispanic and African American, at-risk populations, memory care/memory loss, Alzheimer's and dementia information seekers, caregivers, family influencers in households in New Hampshire.
Geo-targeted Display	Geo-targeting priority locations throughout New Hampshire and serving ads to disability organizations, etc.
Social Media	Facebook and Instagram, targeted to high priority audiences in New Hampshire.
Google AdWords	Ads delivered to individuals searching for terms related to dementia, diabetes, high blood pressure, head trauma, hearing loss, developmental disabilities, resources for people who are sight- or hearing-impaired.
Outdoor	Description

EXHIBIT B

Bus King Side Signs	Approximately nine (9) street side signs in Manchester (3 signs), Nashua (3 signs) and on the Seacoast (3 signs) transit system.
Radio	**Description**
NHPR	Entire State ten (10) spots per week. Frequency Message (25% guaranteed to run in drive time, 5:30-10 am, 3-7 pm M-Sunday)
HEALTH PROFESSIONALS – Media Distribution – Health Brain Aging and Dementia Awareness Campaign	
Digital Media	**Description**
Google Search Targeting	Targeting keywords doctors search such as medical licensing, CEU classes, medical malpractice insurance, etc.
Social - Facebook & Instagram & LinkedIn	Physicians, Nurses, Nurse Practitioners, and Pharmacists in the state of New Hampshire
Location Based Pre-Roll Video iHeart Media	Location Geo-targeting Physicians, Pharmacists and Healthcare providers based on places of work
Targeted Email - 5x Deployments iHeart Media	Physicians, Nurses, Nurse Practitioners, and Pharmacists in the state of New Hampshire

1.16. Performance Measures

1.16.1. The Department will monitor Contractor performance through the review of monthly updated work plans, and monthly meetings to ensure:

1.16.1.1. Project goals, timelines, and milestones are being met;

1.16.1.2. Social Media engagement is maximized, including, but not limited to:

1.16.1.2.1. Measuring likes, shares, comments, and other interactions on social media platforms where the campaign is active.

1.16.1.2.2. Number of impressions: how many times campaign materials are viewed/heard by the target audiences.

1.16.1.3. Print, Audio-visual, television, and social media coverage is maximized, including but not limited to:

1.16.1.3.1. Evaluating the quantity and quality of media coverage generated by the campaign, including sentiment analysis.

1.16.1.4. Strategic collaborations with NH stakeholders are maximized, including, but not limited to:

1.16.1.4.1. Number of partner organizations: Counting the number of organizations or entities that have collaborated on or endorsed the campaign.

1.16.1.4.2. Partnership effectiveness: Assessing the level of engagement and contribution of partner organizations in promoting campaign objectives.

1.16.1.4.3. Cost per reach: Calculating the cost per person reached by the campaign, considering expenses related to advertising, materials, and personnel.

1.17. Reporting

1.17.1. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.17.2. The Contractor must provide Work Plan Status Reports to the Department on a quarterly and annual basis, and more frequently as requested by the Department. Work Plan Status Reports must include, but are not limited to:

1.17.2.1. Status of all items included in the Work Plan.

1.17.2.2. Number and reach of paid media efforts targeting awareness of Alzheimer's and other related dementias.

1.17.2.3. Community Feedback.

1.17.2.4. Campaign objectives.

1.17.2.5. Fiscal reports.

1.17.2.6. Marketing campaign status, including, but not limited to:

1.17.2.6.1. Activities and outreach.

1.17.2.6.2. Budget.

1.17.2.6.3. Evaluation of key performance indicators for volume, quality, value, and cost.

1.17.2.6.4. Activities.

1.17.2.6.5. Outcomes for each State Fiscal Year of the contract period.

1.18. The Contractor must submit a Final Status Report to the Department within thirty (30) days of the contract Completion Date. The Final Status Report must be in a format satisfactory to the Department and contain a summary of all services provided, goals and objectives achieved, including the Reporting in Subsection 1.17, which may be subject to change by the Department.

EXHIBIT B

1.19. The Contractor must produce all campaign materials and tools outlined in the Work Plan in Subsection 1.22, and provide all finalized materials created through the contract period to the Department.

1.20. The Contractor must work with the Department to monitor progress in meeting the Reporting requirements in Subsection 1.17, and the overall campaign objectives and goals.

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

1.22. Work Plan: The Contractor must provide services in accordance with the Work Plan outlined below. Work Plan tasks and timelines are subject to change with approval by, and in collaboration with the Department.

Work Plan			
Task	**Itemized Tasks**	**Measurable Objectives & Deliverables**	**Outcomes**
Research and Strategic Communications Plan Development			
Kick-off Meeting (Within one week of contract effective date)	Coordinate date and time for kick-off with Department and Contractor team.	Attend virtual kick-off meeting with Department staff. Meeting agenda & meeting minutes. Outline of project next steps for Center review & approval.	Introduce team members, identify roles and responsibilities, review work plan and update timeline if needed.
	Attend kick-off meeting. Department to provide prior research.		
	Meeting minutes sent to Department within one week after meeting.		
	Outline of project next steps to Department.		
Review Prior Research and Materials (Within two (2) weeks of contract effective date)	Pull academic and review client research in the topic of healthy brain aging campaigns.	Outline barriers and motivators to desired behavior. Identify issues, trends, barriers, and opportunities to motivate behavior from prior research findings. Creative Brief memo.	Increase understanding of what is driving current behavior, what has worked or not worked and how best to encourage desired behavior. Review prior findings in the context of the project and its goals to inform strategy & message development. Increase understanding of what methods are working and opportunities for improvement.
	Analyze research.		
	Creative Brief that outlines insight gleaned on how best to approach the development, messaging and implementation of the campaign.		
Work Plan (Within two (2) weeks of contract effective date)	Develop a strategic plan to support behavior changes through communication materials, including identifying messaging framing most persuasive to the target audience. A large part of this strategy involves the use of behavior change communication. The Contractor utilizes traditional marketing techniques as well as a	The Contractor's plan will contain: • A clear statement of goals, including measurable objectives used to track results; • A description of target actors, including details about which segments will get the most focus; • Identify key campaign messaging; • Media plan;	A roadmap to encourage norm change, impact attitudes and behaviors, and develop messaging. Contractor must answer the questions: -How can we minimize the bad, and maximize the good around this behavior? - Who can we do to make the behavior

EXHIBIT B

	range of road-tested models and methods, including: Social Marketing Approach and Behavior Change Communication. The Contractor will develop messaging that is evidence-based and draws on scientific theories of behavior change such as the theory of reasoned action, social cognitive theory, the health belief model and trans-theoretical model.	• A timeline to program implementation; • Plan for monitoring and evaluating campaign results; • Plan completion 10 weeks after kick-off meeting.	easy to do in relation to its competition? -What might make doing this behavior feel right and feel normal to our target actors? The plan will identify communication materials and tools and explain why these materials and tools were chosen and how they will be used.
Strategy #1 - Educate people about healthy brain aging. Develop Campaign Creative Approach, Brand and Sample Communications Materials			
Creative Branding Ideas	Creative concepting for campaign branding ideas. Branding concepts to the Department for review. Providing Department feedback to the Contractor. Revised branding concepts to Department for review.	Brand and creative approach report by week 4. Deliverables include: a Creative Brief; Campaign brand; identity standards; Campaign mood board; Brand standards manual; a list of recommended creative deliverables.	Materials developed that can be tested in focus groups for maximum impact for behavior change.
Create Examples of specific campaign messaging (Within four (4) weeks of contract effective date)	Creative concepting for campaign messaging. Messaging concepts to Department for review. Feedback to the Contractor. Revised messaging concepts to Department for review.		
Conduct Brand and Materials Focus Group Testing	Develop recruitment screener.	Finalize recruitment screener.	Learnings from the focus groups will help define behavior change priorities and provide solid research foundation for refining messaging and creative strategy. The Contractor will determine what target audience responds to and the best way to reach out to them. This research will help to evaluate the current environment and determine the best approach to messaging to prompt the desired behavior.
	Develop discussion guide. Group discussions will explore audiences' assessments of the concepts or messages in terms of the extent to which they understand the key messages, whether they find material persuasive, and whether the messaging presents a new perspective on the issue.	Final discussion guide to fully inform creative, revealing audience's cognitive and emotional responses to the promoted behavior and challenges audience members may face when engaging in promoted behavior. The concept testing guides will reflect the advertising influence model.	
	Recruit. The Contractor shall employ numerous traditional and innovative techniques and resources to recruit specifically for study success. The solution may include online and traditional marketing, social networking (such as X, Facebook and LinkedIn), referrals, networking, etc.	Recruit target audience in New Hampshire. IRB review/approval may be required.	
	Conduct two, 60-90 minute, focus groups, virtually.	Hold focus groups.	
	Report	Identify creative direction, barriers, and motivators.	

EXHIBIT B

Production of Final Campaign Materials	The Contractor will refine the branding concept and messaging/materials based on feedback from the focus groups. Final production to include a full-day video shoot for TV/campaign Casting for photo and video shoot. Location scouting. Full day video shoot Audio record and video editing Proofs to Department for review. Edits to the Contractor. Revised materials to Department for review/approval.	The creative strategy will help people overcome barriers to the behavior; Create a new benefit for doing the behavior; Promote any benefit valued by the target actors, but not widely known. Deliverables include a video shoot, video editing, final video spot(s), purchase of stock photography and all final ad sizes prepared for final production.	An overall campaign brand and suite of creative assets to facilitate the desired behavior.
Strategy #2 - Increasing dementia screening among people at risk for or experiencing signs of dementia			
Screening Quiz	Write copy for 6 question quiz. Copy to Department for review. Feedback to Contractor Revised quiz to Department for approval. Department approval of quiz and Contractor programs.	Deliverables include: writing and programming of screening quiz.	More dementia screening by people who have taken the quiz.
Strategy #3 - Collaboration with community partners to share resources, ideas and build off efforts.			
Outreach	Develop outreach strategy for senior centers, libraries, area agencies, medical facilities and families. Develop outreach materials. Meet with community partners. Promote and share campaign messaging. Follow up as needed.	Deliverables include: development of partnerships and development of content.	More awareness of what others are doing in the industry and provide opportunities to share ideas and resources.
Strategy #4 - Measurably raise awareness of brain health and increase screening for dementias.			
Yearly Knowledge, Attitudes, Behaviors and Beliefs Survey	Write copy for short 2-3 minute survey. Copy to Department for review. Feedback to Contractor Revised survey to the Department for approval. Department approves survey and Contractor programs. Field survey for 3 weeks. Survey monkey summary report with key findings.	Deliverables include: Writing and programming of measurement survey.	Ability to measure how the campaign has changes knowledge and attitudes around brain health.
Paid Media Strategy, Plan, Purchase and Campaign Implementation & Monitoring			
Research and Strategy for Paid Media	Contractor develops media plan that will be an active, multifaceted approach that accounts for a variety of channels, social contexts, and settings. Submit media strategy and plan to Department.	Deliverables include: a media research and media plan.	Approved media plan to reach the target audience(s).

EXHIBIT B

	Feedback to the Contractor. Revised media plan to the Department.		
	Department approves media plan.		
Task	**Itemized Tasks**	**Measurable Objectives & Deliverables**	**Outcomes**
Monthly and Contract Final Report			
Monthly Reports	The Contractor will report on the assessment and development of the communications plan monthly. The monthly reports will provide the progress of all activities, status of project development in relation to the timeline, upcoming activities,	Objective - to keep the project on track. Deliverables - 2 - 3 page monthly reports, meeting agendas, meeting minutes, ad hoc reporting as needed. The Contractor shall submit monthly reports by the second Friday of each month.	Improved project management and fully informed team.
Submit Final Campaign Summary Report	Draft report, present report to the Department, make any report changes/additions as requested by the Center.	The final report will provide a summary of all phases of the key activities & events, including development of campaign content, creative approach & branding, conclusions and lessons learned.	One comprehensive document that summarizes the project and provides a foundation for continued activities.

1.23. Background Checks

1.23.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.23.1.1. 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;

1.23.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.24. Website and Social Media

1.24.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.24.2. State of New Hampshire's Website Copyright

1.24.2.1. 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 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. Contractor agrees that the Department owns all materials and tools produced or purchased under the Agreement. The Contractor must have prior approval from the Department before printing, production, distribution or use of all materials and tools.

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. Campaign content.'

3.2.3.2. Brochures.

3.2.3.3. Resource directories.

3.2.3.4. Protocols or guidelines.

3.2.3.5. Posters.

3.2.3.6. 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.

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
Public Awareness Campaign for Brain Health, Alzheimer's Disease and Related Dementias

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
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 beasinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant 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 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.

7. 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.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. 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.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

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

8.2. 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 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.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. 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.

8.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.

8.5. 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

New Hampshire Department of Health and Human Services
Public Awareness Campaign for Brain Health, Alzheimer's Disease and Related Dementias

EXHIBIT C

Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Pinnacle Communications Resource Company, LLC.	
Budget Request for:	RFP-2024-DLTSS-05-PUBLI-01	
Budget Period	Upon Governor and Council Approval - 6/30/24	
Indirect Cost Rate (if applicable)	0%	
Line Item	**Program Cost - Funded by DHHS**	
1. Salary & Wages	$63,157	
2. Fringe Benefits	$15,438	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$737	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$116,122	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$195,454	
Total Indirect Costs	$0	
TOTAL	$195,454	

DS
TH

Contractor Initials: _____
Date: 3/26/2024

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Pinnacle Communications Resource Company, LLC.	
Budget Request for:	RFP-2024-DLTSS-05-PUBLI-01	
Budget Period	July 1, 2024 - June 30, 2025	
Indirect Cost Rate (if applicable)	0%	
Line Item	**Program Cost - Funded by DHHS**	
1. Salary & Wages	$69,514	
2. Fringe Benefits	$16,667	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$737	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$188,500	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$275,418	
Total Indirect Costs	$0	
TOTAL	$275,418	

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Contractor Initials:

Date: 3/26/2024

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

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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.

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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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;

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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

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

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA 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 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

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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 as in TH

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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 used,

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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	Pinnacle Communications Resource Co.
The State	Name of the Contractor
DocuSigned by: Melissa Hardy 1323A2404D9F405...	DocuSigned by: Tracey Haldeman 37D5E0E2052A4D6...
Signature of Authorized Representative	Signature of Authorized Representative
Melissa Hardy	Tracey Haldeman
Name of Authorized Representative	Name of Authorized Representative
Director, DLTSS	President
Title of Authorized Representative	Title of Authorized Representative
3/27/2024	3/26/2024
Date	Date

DS
TH
Contractor Initials

3/26/2024
Date

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 PINNACLE COMMUNICATIONS RESOURCE COMPANY A LIMITED LIABILITY COMPANY is a Maryland Limited Liability Company registered to transact business in New Hampshire on May 25, 2023. 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: **931339**

Certificate Number: **0006670351**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Brian Haldeman, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Pinnacle Communications Resource Co., LLC
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 4, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Tracey Haldeman, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Pinnacle Communications Resource Co., LLC to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 3.22.2024

Signature of Elected Officer
Name: Brian Haldeman
Title: Vice-President/Member

DocuSign Envelope ID: 6B6D9111-C3DD-4A08-9994-BB8780DD0440

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2024

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

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

PRODUCER	CONTACT NAME: Kelly Rogers
Farm Creek Insurance, LLC 317 Crusader Road Cambridge MD 21613	PHONE (A/C, No, Ext): (800) 931-7484 FAX (A/C, No): (410) 221-8554 E-MAIL ADDRESS: kelly@farmcreek.insure
INSURED Pinnacle Communications Resource Company, LLC 6507 York Rd Baltimore MD 21212-2115	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Nationwide Affinity Insurance Company of America — 26093 INSURER B: Nationwide Mutual Ins Co — 23787 INSURER C: Nationwide Ins Co of America — 25453 INSURER D: United States Liability Insurance Company — 25895 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Master 24-25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ACPBP015162983920	01/31/2024	01/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired Auto Liab	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ACPBP015162983920	01/31/2024	01/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ACPCU015122983920	01/31/2024	01/31/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ACPWC015162983920	01/31/2024	01/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 100,000 $ 100,000
D	Professional Liability Deductible $2,500			SP1556146I	04/30/2023	04/30/2024	Each Claim Aggregate	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Deborah Wilson