

ARC

5A



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

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

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

May 9, 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 Public Health Services, to enter into a **Sole Source** amendment to an existing contract with the Foundation for Healthy Communities (VC# 154533), Concord, NH, to continue expanding vaccination programs in hospitals, statewide, by exercising a renewal option, by extending the completion date from June 30, 2024 to June 30, 2025 effective July 1, 2024, upon Governor and Council approval with no change to the price limitation of \$6,600,000.

The original contract was approved by Governor and Council on February 16, 2022, item #30.

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractor possesses existing infrastructure, relationships, and specialized expertise to be uniquely qualified to work with the relevant population of New Hampshire healthcare providers.

The purpose of this request is for the Contractor to continue increasing infrastructure and capacity for participating hospitals, statewide, to administer and reduce access barriers to routine immunizations. Activities will include support for immunization administration or relevant support activities, such as documentation and Electronic Medical Record (EMR) integration.

The Contractor will also partner with hospitals to expand their organizational data system infrastructure to align with the NH Immunization Information System, including implantation of HL7 messaging. Resources will support staff time, training, and other activities to establish secure information exchange between hospitals' EMR and the IIS for those individuals that opt in to the system.

Approximately 200,000 individuals will be served in State Fiscal Year 2025.

The Department will continue to monitor contracted services through:

- Quarterly reports tracking the efforts, successes, and challenges of promoting immunization awareness and uptake.
- Reports on the number of individuals who were administered COVID-19 vaccination.
- The status of NHIIS HL7 Onboarding for each hospital.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years,

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

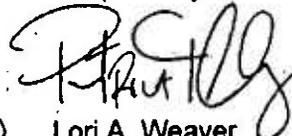
contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) Year of the two (2) Years available.

Should the Governor and Council not authorize this request, the Department will have limited ability to partner with hospitals to support routine immunizations and to update relevant data systems and ensure secure data exchange.

Area served: Statewide.

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

Respectfully submitted,



f Lori A. Weaver
Commissioner

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

This Amendment to the Expanding COVID-19 Vaccination Programs in NH Hospitals contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Foundation for Healthy Communities ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 16, 2022 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Add Exhibit B-1, NHHS HL7 Onboarding – Amendment #1, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Payments Terms, Subsection 3.2, to read:
 - 3.2. The Contractor shall reimburse health care providers for allowable expenses only. Non-allowable expenses are included in Exhibit C-1, Non-Allowable Expenses – Amendment #1.
6. Modify Exhibit C, Payment Terms, Section 8, to read:
 8. The Contractor must provide the services in Exhibit B – Amendment #1, Scope of Services, in compliance with funding requirements.
7. Modify Exhibit C, Payment Terms, Section 9, to read:
 9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B – Amendment #1, Scope of Services.
8. Add Exhibit C, Part 2 – Amendment #1, Non-Allowable Expenses, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/9/2024

Date

DocuSigned by:

Iain Watt

07798835070407

Name: Iain watt

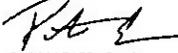
Title: Interim Director - DPHS

Foundation for Healthy Communities

5/6/2024

Date

DocuSigned by:



030220F07017440...

Name: Peter Ames

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/9/2024

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B – Amendment #1**

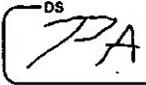
Scope of Services

1. Statement of Work- Immunizations

- 1.1. The Contractor must partner with New Hampshire hospitals and their affiliates through subcontracts to reduce access to barriers to immunizations, including but not limited to COVID-19, and increase capacity for immunization services. Partners may include:
 - 1.1.1. In-patient hospitals;
 - 1.1.2. Out-patient hospitals;
 - 1.1.3. Affiliated offices to the hospitals; and
 - 1.1.4. Other providers as determined by the Contractor.
- 1.2. The Contractor, **for the purposes of this Agreement, must not** partner or subcontract with:
 - 1.2.1. Community Health Centers (CHCs) and/or their affiliates.
 - 1.2.2. Federally Qualified Health Centers (FQHCs) and/or their affiliates; and
 - 1.2.3. Healthcare providers not affiliated with NH hospitals.
- 1.3. The Contractor must provide oversight to its subcontractors for the following allowable activities, in accordance with the funding requirements, which includes, but is not limited to:
 - 1.3.1. Increasing the number of hospital affiliated practices eligible to receive State-supplied immunizations, including, but not limited to COVID-19, by identifying and engaging providers who do not provide COVID-19 vaccinations, and other providers who offer additional routine immunizations in the normal course of practice.
 - 1.3.2. Completing the VFC and 317A Vaccine Provider Agreements with participating hospitals as directed by the Department, along with any related trainings.
 - 1.3.3. Providing access to COVID-19 and other immunizations to, but not limited to:
 - 1.3.3.1. Minority populations.
 - 1.3.3.2. Individuals experiencing homelessness.
 - 1.3.3.3. Individuals experiencing housing instability.
 - 1.3.3.4. Rural Communities.
 - 1.3.3.5. Other populations disproportionately affected by COVID-19 and other Vaccine Preventable Diseases (VPDs).

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B – Amendment #1**

- 1.3.4. Working with hospitals to operationalize immunization clinics by utilizing strategies that include, but are not limited to:
 - 1.3.4.1. Vaccine strike teams to target specific locations.
 - 1.3.4.2. Mobile vaccine clinics.
 - 1.3.4.3. Satellite clinics.
 - 1.3.4.4. Temporary clinics.
 - 1.3.4.5. Travel to off-site clinics to provide vaccination services in non-traditional settings, including in-home vaccination to homebound patients where other mechanisms for in-home vaccination are not available.
 - 1.3.4.6. Other vaccine sites, as approved by the Department.
- 1.3.5. Increasing accessibility to immunizations, including but not limited to COVID-19, by ensuring immunization administration is offered in a variety of inpatient/outpatient locations, with extended hours available.
- 1.3.6. Ensuring proper vaccine storage, handling, administration, and documentation in accordance with state and federal guidelines by providing resources, equipment and/or supplies as needed, including, but not limited to:
 - 1.3.6.1. Clinical and/or administrative staff resources.
 - 1.3.6.2. Appropriate refrigerator(s)/freezer(s), and data logger(s).
 - 1.3.6.3. Additional allowable supplies, which include, but are not limited to:
 - 1.3.6.3.1. Syringes.
 - 1.3.6.3.2. Needles
 - 1.3.6.3.3. Alcohol wipes.
 - 1.3.6.3.4. Band aids.
 - 1.3.6.3.5. Stickers.
 - 1.3.6.3.6. Other necessary supplies and equipment per Vaccine Provider Agreements.
- 1.3.7. Documenting administration of immunizations and maintaining immunization inventory accountability (reconciliation) in the NH Immunization Information Systems (NHIS) or as directed by the Department.
- 1.3.8. Conducting outreach to the to the populations identified in 1.3.3 including, but not limited to, individuals who:



**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B – Amendment #1**

- 1.3.8.1. Experienced disproportionately high rates of COVID-19 and other VPDs and related deaths.
- 1.3.8.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 and other VPDs as determined by the Centers for Disease Control and Prevention (CDC).
- 1.3.8.3. Are likely to experience barriers to accessing COVID-19 and other immunization services which may include but are not limited to geographical and health system barriers.
- 1.3.8.4. Are likely to have low acceptance of or confidence in COVID-19 vaccines and other immunizations.
- 1.3.8.5. Have a history of mistrust in health authorities or the medical establishment.
- 1.3.8.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.
- 1.3.9. Reducing barriers for individuals to receive immunization services including, but not limited to, providing translation services and/or assistance with NHIIS or other State immunization registry systems.
- 1.3.10. Conducting outreach to assess an individual's readiness to receive an immunization.
- 1.3.11. Having a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.
- 1.3.12. Providing services to increase vaccine confidence among the populations identified in Section 1.3.3. above, by:
 - 1.3.12.1. Addressing and monitoring vaccine misinformation on social media;
 - 1.3.12.2. Developing and distributing messaging in multiple languages including, but not limited to:
 - 1.3.12.2.1. Videos.
 - 1.3.12.2.2. Audio.
 - 1.3.12.2.3. Print materials.
 - 1.3.12.2.4. Social media campaigns featuring a diverse array of community leaders, outreach staff, and other respected, non-medical practitioners.
- 1.3.13. Participating in meetings with the Department, as requested by the Department.
- 1.3.14. Attending New Hampshire Immunization Program (NHIP) trainings

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B – Amendment #1**

- 1.3.15. Attending New Hampshire Public Health Association and other stakeholder immunization meetings/conferences.
- 1.3.16. Disseminating educational materials and information related to vaccinations, including but not limited to COVID-19 to the above populations.
- 1.3.17. Working with community stakeholders to leverage community efforts to increase the knowledge of immunizations including, but not limited to COVID-19, among vulnerable populations. Community stakeholders may include, but are not limited to:
 - 1.3.17.1. Federally Qualified Health Centers.
 - 1.3.17.2. Community Mental Health Centers.
 - 1.3.17.3. Community-based Organizations.
 - 1.3.17.4. City Health Departments.
 - 1.3.17.5. Faith-based Organizations.
 - 1.3.17.6. Local Businesses.
 - 1.3.17.7. Community Colleges.

2. Statement of Work- HL7 Messaging

- 2.1. The Contractor must, in collaboration with the Department, oversee its subcontractors' expansion of organizational data system infrastructure to implement the Immunization Information Systems (NHIIS), and develop and implement successful pathways for HL7 messaging, which must include:
 - 2.1.1. Adhering to the Department's NHIIS HL7 Onboarding Plan, which is attached hereto as Exhibit B-1, NHIIS HL7 Onboarding – Amendment #1.
 - 2.1.2. Initiating "Step 1- Onboarding Preparation" of the Department's NHIIS HL7 Onboarding Plan within 60 days of the effective date of the subcontracts.
 - 2.1.3. Demonstrating timely active progression of NHIIS HL7 Onboarding to subsequent phases per Department guidance.
 - 2.1.4. Ensuring proper resources are assigned to report doses to NHIIS.
 - 2.1.5. Promoting communication between NHIIS with the electronic medical records (EMR) vendors and vaccine managers and participate in all interface calls with the NHIIS and EMR vendors to facilitate the onboarding process and provide status updates.
 - 2.1.6. Promoting use of NHIIS internally and externally with other vaccine stakeholders.

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B – Amendment #1**

- 2.1.7. Utilizing and leveraging data systems, including the NHIS, to identify areas of low vaccination uptake to focus efforts on promoting vaccination and reducing barriers to receipt of vaccination.

3. Work Plan

- 3.1. The Contractor must develop a Contract Year Four (4) Work Plan for Section 1. Statement of Work – Immunizations, and Section 2. Statement of Work – HL7 Messaging included in this Exhibit B – Amendment #1, utilizing Appendix B - NH Immunization Section Workplan Template, and submit to the Department no later than July 1, 2024.
- 3.2. The Contractor must expand upon work plans previously submitted to the Department for the purposes of demonstrating progression of activities funded by this Agreement.
- 3.3. The Contractor must ensure Contract Year Four (4) of the Work Plan includes, but is not limited to:
- 3.3.1. Detailed strategy and/or plans to meet each requirement and deliverable of the Agreement.
 - 3.3.2. Estimated timeline(s).
 - 3.3.3. Quality improvement strategies and SMART (Specific, Measurable, Achievable, Realistic and Time-Bound) Objectives for:
 - 3.3.3.1. Communications and outreach activities.
 - 3.3.3.2. Planned activities for increasing vaccine confidence.
 - 3.3.3.3. Planned activities for increasing access and uptake of immunizations, including, but not limited to COVID-19.
 - 3.3.3.4. NHIS Utilization, including, but not limited: input of accurate and complete patient data, dose for dose accountability, inventory management. Verification of patient NHIS record to capture any opportunity to vaccinate per ACIP recommendations.
 - 3.3.3.5. HL7 Integration plan including ensuring data integrity.
- 3.4. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.

4. Exhibits Incorporated

- 4.1. 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 I, Business Associate Agreement, which has been executed by the parties.

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B – Amendment #1**

- 4.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting and Deliverables

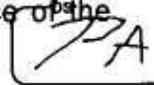
- 5.1. The Contractor must submit a quarterly Subcontractor Report to the Department for each subcontractor using a template provided by the Department no later than 30 days after each quarter end date, which must include, but is not limited to:
 - 5.1.1. Summaries of expenses incurred by each health care provider.
 - 5.1.2. Description of activities performed, resulting impacts to individuals and families served, and other outcomes.
 - 5.1.3. Efforts, successes, and challenges experienced with local community-based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19 vaccination and other immunizations.
 - 5.1.4. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19, and other immunizations.
 - 5.1.5. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.
 - 5.1.6. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.
 - 5.1.7. Efforts, successes, and challenges experienced in providing community engagement.
 - 5.1.8. Number of individuals administered COVID-19 immunization within the reporting period, by age, including:
 - 5.1.8.1. Under 5 years of age;
 - 5.1.8.2. 5-11 years of age;
 - 5.1.8.3. 12-17 years of age;
 - 5.1.8.4. 18 years of age and older.
 - 5.1.9. Efforts, successes, and challenges experienced in utilizing NHIIS and implementing NHIIS HL7 messaging.
 - 5.1.10. Status of NHIIS HL7 Onboarding for each health care practice including, but not limited to: name of the health care practice and current HL7 onboarding phase.

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B – Amendment #1**

- 5.2. The Contractor must provide a comprehensive Annual Report to the Department by June 30th of each Contract Year outlining the progress of each Statement of Work (as specified in Sections 1 and 2 of this Exhibit), which must include, but is not limited to:
 - 5.2.1. Participation.
 - 5.2.2. Outcomes.
 - 5.2.3. Challenges.
 - 5.2.4. Strengths.
 - 5.2.5. Identified needs for the upcoming Contract year.
- 5.3. The Contractor must submit a Final Report including a summary of all Contract Years' annual reports to the Department no later than thirty (30) days prior to the Contract completion date.
- 5.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 5.5. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.
- 5.6. The Contractor must ensure 90% of subcontractors not previously in NHHS HL7 Testing phase enter the NHHS HL7 Testing phase by December 31, 2024.

6. Additional Terms

- 6.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 6.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 6.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**
 - 6.2.1. The Contractor shall submit, within ten (10) days of the effective date of this Agreement, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 6.3. **Credits and Copyright Ownership**
 - 6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the



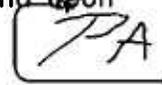
**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B – Amendment #1**

services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

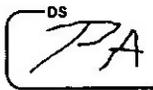
7. Records

- 7.1. The Contractor shall keep records that include, but are not limited to:
 - 7.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 7.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon



**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B – Amendment #1**

payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
Exhibit B-1, NHIIS HL7 Onboarding – Amendment #1

1. Step 1 – Onboarding Preparation

- 1.1. Before starting the onboarding process to establish an HL7 interface with NHIIS, the Contractor must review the following NHIIS documentation.
- 1.2. The NHIIS HL7 2.5.1 Release 1.5 Local Delta Implementation Guide  (updated June 2023) details all areas where NHIIS deviates from or elaborates on the information contained in the national HL7 2.5.1 implementation guidance for reporting patients and immunizations to NHIIS using VXU messaging.

2. Step 2 – Registration

- 2.1. After reviewing the documents noted in the Onboarding Preparation section, the Contractor must complete the NHIIS HL7 Registration Form.

Please Note: Each clinic location must be added separately on the HL7 registration form. For example: if an organization has 5 (five) locations in NH and wants to establish HL7 connection with each location, the organization must list all 5 (five) locations in the HL7 registration form.

- 2.2. Reserved

- 2.3. **Unidirectional Exchange: VXU Messages**

NHIIS Readiness Checklist 

- 2.4. **Bidirectional Exchange or Query-only: QBP / RSP Messages**

NHIIS Query and Response Readiness Checklist 

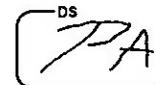
- 2.5. After the registration form has been submitted, NHIIS staff must review the application form and contact the Contractor if any additional information is needed. Once the Contractor's application has been approved, the Contractor will be invited to participate in a kick-off call where additional instructions to begin the testing process will be provided. **Both the Clinic staff and EMR vendor representatives must participate in the call.**

3. Step 3 – Testing

- 3.1. Following the kick-off call, the Contractor will be provided with the URL and credentials for testing in the NHIIS QA environment. During each level of testing, the **Contractor will be responsible** for monitoring the interface, reviewing message errors, and making corrections as needed. The NHIIS team will likewise review messages for content, errors, and data quality compliance.

- 3.2. **Unidirectional Exchange: VXU Message Testing**

3.2.1. VXU testing consists of the Contractor sending "live" HL7 messages to the NHIIS QA environment. Testing is used to confirm the interface connection and general message quality. The Contractor must submit real-time production patient and immunization data from their EHR to the NHIIS QA environment. Acknowledgment (ACK) messages will be returned to the EHR system in response. The Contractor (or their designee) must monitor the ACK messages daily and take action to correct submissions as needed until errors no longer occur.



**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
Exhibit B-1, NHIIS HL7 Onboarding – Amendment #1**

- 3.2.1.1. **Step 1** – Confirm that the EHR system can connect with NHIIS and that NHIIS can successfully accept a test message from the EHR.
- 3.2.1.2. **Step 2** – Validate that messages from the EHR contain required fields and are populated with proper codes.
- 3.2.1.3. **Step 3** – Assess data quality and message content to ensure that accurate patient and immunization data has been sent.

3.3. Bidirectional Exchange or Query-only: QBP/RSP Messages

3.3.1. The Contractor must actively participate in the QBP/RSP testing process to ensure correct patient match results and confirm that clinical records are properly updated.

3.3.1.1. **Step 1** – Confirm that the EHR system can successfully connect with NHIIS.

3.3.1.2. **Step 2** – Configure and prepare the EHR for testing of query/response with NHIIS.

3.3.1.3. **Step 3** – Test the various workflows for sending and receiving data between the EHR and NHIIS.

3.3.2. Testing for QBP/RSP is typically composed of the following elements:

3.3.2.1. Query from the Contractor EHR (QBP) to NHIIS for a patient of interest.

3.3.2.2. Response (RSP) from NHIIS to the Contractor EHR with a match or match candidates.

3.3.2.3. Update (VXU) from the Contractor EHR to NHIIS with vaccinations administered by the Contractor.

3.3.2.4. Acknowledgement (ACK) from NHIIS to the Contractor EHR that the updates were received.

3.3.3. The Contractor must apply multiple layers of testing:

3.3.3.1. Submit 25-50 records via VXU to query against for a guaranteed response (exact match and forecast).

3.3.3.2. Query using NHIIS engineered test scenarios (multi-match or too many matches).

3.3.3.3. Query NHIIS for real patients receiving vaccinations at the clinic (match/no match, VXU update after vaccination).

3.3.3.4. Before moving into the NHIIS production environment, the Contractor must confirm that they are receiving accurate matches and are successfully completing end-to-end transactions.

Note: Query-only interfaces will not include the VXU reporting components. Query-only interfaces must be able to successfully query for a patient, select a proper match, and



New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
Exhibit B-1, NHIIS HL7 Onboarding – Amendment #1

then view or consume the resulting immunization history/forecast for the desired patient.

3.4. Legacy Data Loads

- 3.4.1. For all Contractor interfaces that will have a VXU component, NHIIS will work with the Contractor to secure a legacy data load of all patients and vaccination records in the EHR, in conjunction with moving the interface to the NHIIS production environment. As part of this process, NHIIS staff will perform a preview of the legacy data in the NHIIS QA environment to look for any significant data issues prior to scheduling the load in the NHIIS production environment.

4. Step 4 – Production Approval

- 4.1. Once all testing requirements have been met satisfactorily, the Contractor will be invited to participate in a go-live call where additional instructions will be provided for connecting with the NHIIS production environment and ongoing interface monitoring requirements.

4.2. Unidirectional Exchange: VXU Messages

Onboarding Go-Live Checklist 

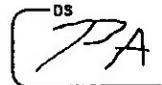
4.3. Reserved

5. Step 5 – Production: Initial Short-term Monitoring

- 5.1. Following the go-live call, the Contractor will be provided with the URL and credentials for the NHIIS production environment. The Contractor will confirm that a successful connection has been established and will begin submitting messages to the NHIIS production environment.
- 5.2. During the initial **four (4)-week** monitoring period, the Contractor and NHIIS team should continue to closely monitor the interface, review message errors, and make corrections as if they are still in the testing phase.
- 5.3. If major issues are detected, the interface must be sent back to the NHIIS QA environment for further testing, until the issues can be resolved. The legacy data load will also be scheduled during this timeframe.
- 5.4. If no issues arise during the initial monitoring period, the interface moves to long-term monitoring and maintenance.

6. Step 6 – Production: Long-term Monitoring and Maintenance

- 6.1. Once the Contractor has successfully made the transition to NHIIS Production, they (or their designee) must continue to review the ACK messages to ensure ongoing submission and data quality. Failed submissions or error messages should be corrected and resubmitted to NHIIS.



**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals**

Exhibit C, Part 2 – Amendment #1

Non-Allowable Expenses

This list of **non-allowable expenses** is based on ISD-identified program priorities and has been developed from information contained in 2 CFR Part 200, 45 CFR Part 75, and HHS Grants Policy Statement.

Non-Allowable Expenses	NOT allowable with federal immunization funds
Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)	<input checked="" type="checkbox"/>
Alcoholic beverages	<input checked="" type="checkbox"/>
Building purchases, construction, capital improvements	<input checked="" type="checkbox"/>
Clinical care (non-immunization services)	<input checked="" type="checkbox"/>
Entertainment Cost	<input checked="" type="checkbox"/>
Fundraising Cost	<input checked="" type="checkbox"/>
Goods and services for personal use	<input checked="" type="checkbox"/>
Honoraria	<input checked="" type="checkbox"/>
Independent Research	<input checked="" type="checkbox"/>
Land acquisition	<input checked="" type="checkbox"/>
Legislative/lobbying activities	<input checked="" type="checkbox"/>
Interest on loans for the acquisition and/or modernization of an existing building	<input checked="" type="checkbox"/>
Payment of bad debt, collection of improper payments	<input checked="" type="checkbox"/>
Promotional and/or Incentive Materials (e.g., plaques, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, magnets, conference bags)	<input checked="" type="checkbox"/>
Purchase of food/meals (unless part of required travel per diem costs)	<input checked="" type="checkbox"/>
Vehicle Purchase	<input checked="" type="checkbox"/>

Allowable expenses under this agreement include only the costs for activities and personnel directly related to the Immunization and Vaccines for Children Cooperative Agreement. **Funding requests not directly related to immunization activities are outside the scope of this cooperative agreement and will not be funded.**

Adapted From: 2023 IPOM, Essentials Chapter I-B Non-Allowable Expense

PA

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 63943

Certificate Number: 0006681986



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2024.

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

David M. Scanlan
Secretary of State



Foundation for
Healthy Communities

CERTIFICATE OF VOTE/AUTHORITY

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

1. I am the duly elected Secretary/Treasurer of the Foundation for Healthy Communities;
2. The following are true copies of two resolutions duly adopted by action of unanimous consent of the Board of Directors of the Foundation Healthy Communities, duly adopted on October 18, 2021;

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer of the Foundation for Healthy Communities this 3rd day of May 2024.



BOARD MEMBER



Foundation *for*
Healthy Communities

Foundation for Healthy Communities

Mission Statement

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



Foundation *for*
Healthy Communities

FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

and

FEDERAL REPORTS IN ACCORDANCE WITH UNIFORM GUIDANCE

December 31, 2023 and 2022

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Foundation for Healthy Communities

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Foundation for Healthy Communities (Foundation), which comprise the statements of financial position as of December 31, 2023 and 2022, and the related statements of activities and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Basis for Opinion

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

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Foundation has adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-13, *Financial Instruments Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance, during the year ended December 31, 2023. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

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

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

Board of Trustees
Foundation for Healthy Communities
Page 2

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with U.S. GAAS and *Government Auditing Standards*, we:

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

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

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Board of Trustees
Foundation for Healthy Communities
Page 3

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 29, 2024 on our consideration of the Foundation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Foundation's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Foundation's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 29, 2024

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Financial Position

December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 1,565,687	\$ 663,411
Current portion of grants receivable	1,209,450	1,088,060
Due from affiliate	41,927	128,130
Prepaid expenses	<u>10,006</u>	<u>10,450</u>
Total current assets	2,827,070	1,890,051
Grants receivable, net	450,000	-
Investments	<u>1,084,967</u>	<u>894,462</u>
Total assets	<u>\$ 4,362,037</u>	<u>\$ 2,784,513</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	\$ 826,536	\$ 625,901
Accrued payroll and related amounts	115,328	114,792
Due to affiliate	106,658	63,984
Deferred revenue	<u>20,324</u>	<u>8,943</u>
Total current liabilities and total liabilities	<u>1,068,846</u>	<u>813,620</u>
Net assets		
Without donor restrictions		
Operating	1,516,413	1,117,847
Internally designated	<u>453,978</u>	<u>586,160</u>
Total without donor restrictions	1,970,391	1,704,007
With donor restrictions	<u>1,322,800</u>	<u>266,886</u>
Total net assets	<u>3,293,191</u>	<u>1,970,893</u>
Total liabilities and net assets	<u>\$ 4,362,037</u>	<u>\$ 2,784,513</u>

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statement of Activities and Changes in Net Assets

Year Ended December 31, 2023

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
Revenues					
Foundation support	\$ 503,121	\$ -	\$ 503,121	\$ -	\$ 503,121
Program services	6,089,144	-	6,089,144	-	6,089,144
Seminars, meetings and workshops	232,583	-	232,583	-	232,583
Interest and dividend income	34,870	-	34,870	-	34,870
Gifts and donations	-	195,839	195,839	-	195,839
Grant support	-	-	-	1,706,684	1,706,684
Net assets released from restrictions	650,770	-	650,770	(650,770)	-
Net assets released from internally designated	<u>328,021</u>	<u>(328,021)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>7,838,509</u>	<u>(132,182)</u>	<u>7,706,327</u>	<u>1,055,914</u>	<u>8,762,241</u>
Expenses					
Salaries, taxes and benefits	1,858,886	-	1,858,886	-	1,858,886
Other operating	158,890	-	158,890	-	158,890
Program services	5,328,029	-	5,328,029	-	5,328,029
Seminars, meetings and workshops	<u>255,471</u>	<u>-</u>	<u>255,471</u>	<u>-</u>	<u>255,471</u>
Total expenses	<u>7,601,276</u>	<u>-</u>	<u>7,601,276</u>	<u>-</u>	<u>7,601,276</u>
Change in net assets from operations	237,233	(132,182)	105,051	1,055,914	1,160,965
Net realized and unrealized gain on investments	<u>161,333</u>	<u>-</u>	<u>161,333</u>	<u>-</u>	<u>161,333</u>
Total change in net assets	398,566	(132,182)	266,384	1,055,914	1,322,298
Net assets, beginning of year	<u>1,117,847</u>	<u>586,160</u>	<u>1,704,007</u>	<u>266,886</u>	<u>1,970,893</u>
Net assets, end of year	<u>\$ 1,516,413</u>	<u>\$ 453,978</u>	<u>\$ 1,970,391</u>	<u>\$ 1,322,800</u>	<u>\$ 3,293,191</u>

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statement of Activities and Changes in Net Assets

Year Ended December 31, 2022

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
Revenues					
Foundation support	\$ 503,121	\$ -	\$ 503,121	\$ -	\$ 503,121
Program services	13,480,749	-	13,480,749	-	13,480,749
Seminars, meetings and workshops	181,004	-	181,004	-	181,004
Interest and dividend income	19,612	-	19,612	-	19,612
Gifts and donations	113	57,775	57,888	-	57,888
Grant support	-	-	-	442,670	442,670
Net assets released from restrictions	366,343	-	366,343	(366,343)	-
Net assets transferred from operating to internally designated	(326,600)	326,600	-	-	-
Net assets released from internally designated	<u>177,531</u>	<u>(177,531)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>14,401,873</u>	<u>206,844</u>	<u>14,608,717</u>	<u>76,327</u>	<u>14,685,044</u>
Expenses					
Salaries, taxes and benefits	1,729,628	-	1,729,628	-	1,729,628
Other operating	137,467	-	137,467	-	137,467
Program services	12,125,075	-	12,125,075	-	12,125,075
Seminars, meetings and workshops	<u>231,498</u>	<u>-</u>	<u>231,498</u>	<u>-</u>	<u>231,498</u>
Total expenses	<u>14,223,668</u>	<u>-</u>	<u>14,223,668</u>	<u>-</u>	<u>14,223,668</u>
Change in net assets from operations	178,205	206,844	385,049	76,327	461,376
Net realized and unrealized loss on investments	<u>(197,870)</u>	<u>-</u>	<u>(197,870)</u>	<u>-</u>	<u>(197,870)</u>
Total change in net assets	(19,665)	206,844	187,179	76,327	263,506
Net assets, beginning of year	<u>1,137,512</u>	<u>379,316</u>	<u>1,516,828</u>	<u>190,559</u>	<u>1,707,387</u>
Net assets, end of year	<u>\$ 1,117,847</u>	<u>\$ 586,160</u>	<u>\$ 1,704,007</u>	<u>\$ 266,886</u>	<u>\$ 1,970,893</u>

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Cash Flows

Years Ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ 1,322,298	\$ 263,506
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Net realized and unrealized (gain) loss on investments	(161,333)	197,870
Change in operating assets and liabilities		
Grants receivable	(571,390)	(893,427)
Due from affiliate	86,203	13,005
Prepaid expenses	444	200
Accounts payable	200,635	602,906
Accrued payroll and related amounts	536	4,891
Due to affiliate	42,674	(34,385)
Deferred revenue	<u>11,381</u>	<u>(167)</u>
Net cash provided by operating activities	931,448	154,399
Cash flows from investing activities		
Net purchases of investments	<u>(29,172)</u>	<u>(9,655)</u>
Net increase in cash and cash equivalents	902,276	144,744
Cash and cash equivalents, beginning of year	<u>663,411</u>	<u>518,667</u>
Cash and cash equivalents, end of year	<u>\$ 1,565,687</u>	<u>\$ 663,411</u>

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2023 and 2022

Organization

Foundation for Healthy Communities (Foundation) was formed to create partnerships that improve health and health care for all throughout the state by focusing on a number of initiatives, such as quality and patient safety, substance use, behavioral health and diversity, equity and inclusion. The Foundation is controlled by New Hampshire Hospital Association (Association) whose purpose is to assist its members in improving the health status of the people receiving healthcare in New Hampshire.

1. Summary of Significant Accounting Policies

Recently Adopted Accounting Principle

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. 2016-13, *Financial Instruments Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The measurement of expected credit losses under the CECL methodology is applicable to financial assets measured at amortized cost, including loan receivables and held-to-maturity debt securities. It also applies to off-balance sheet credit exposures not accounted for as insurance (loan commitments, standby letters of credit, financial guarantees, and other similar instruments) and net investments in leases recognized by a lessor in accordance with Topic 842 on leases. In addition, Topic 326 made changes to the accounting for available-for-sale debt securities. One such change is to require credit losses to be presented as an allowance rather than as a writedown on available-for-sale debt securities management does not intend to sell or believes that it is more likely than not they will be required to sell. The adoption of Topic 326 during the year ended December 31, 2023 did not have a material impact on the financial statements of the Foundation since there are no financial assets that are measured at amortized cost.

Use of Estimates

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

Basis of Presentation

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2023 and 2022

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Foundation or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. At December 31, 2023 and 2022, the Foundation did not have any funds to be maintained in perpetuity.

Cash and Cash Equivalents

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

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

Investments

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

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

Employee Fringe Benefits

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

Grants and Contributions

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2023 and 2022

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

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

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

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

Change in Net Assets from Operations

The statements of activities and changes in net assets includes a measure of change in net assets from operations. Changes in net assets which are excluded from this measure consist of the realized and unrealized gains and losses on investments.

Income Taxes

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

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Foundation has considered transactions or events occurring through April 29, 2024, which was the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2023 and 2022

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

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

	<u>2023</u>	<u>2022</u>
Financial assets		
Cash and cash equivalents	\$ 1,565,687	\$ 663,411
Grants receivable	1,659,450	1,088,060
Due from affiliate	41,927	128,130
Investments	1,084,967	894,462
Internally designated funds	(453,978)	(586,160)
Donor restricted funds	<u>(1,322,800)</u>	<u>(266,886)</u>
Financial assets available at year end for current use to meet general expenditures	<u>\$ 2,575,253</u>	<u>\$ 1,921,017</u>

At December 31, 2023 and 2022, internally designated net assets represent unused grant funds to be used for other unspecified projects by management over the next 12 months. The internally designated net assets are included in cash and cash equivalents and grants receivable.

3. Investments and Fair Value Measurement

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2023 and 2022

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

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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

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

	<u>2023</u>	<u>2022</u>
Marketable equity securities	\$ 202,782	\$ 192,586
Mutual funds	<u>882,185</u>	<u>701,876</u>
	<u>\$ 1,084,967</u>	<u>\$ 894,462</u>

4. Net Assets with Donor Restrictions

Net assets with donor restrictions of \$1,322,800 and \$266,886 consisted of specific grant programs as of December 31, 2023 and 2022, respectively. The grant programs relate to improvements to access and the delivery of healthcare services.

5. Related Party Transactions

The Foundation leases space from the Association on a month to month basis. Rental expense under this lease for the years ended December 31, 2023 and 2022 was \$55,300 and \$48,960, respectively.

The Association provides various accounting, public relation and janitorial services to the Foundation. The amount expensed for these services in 2023 and 2022 was \$218,816 and \$194,056, respectively. In addition, the Association bills the Foundation for its allocation of shared costs. As of December 31, 2023 and 2022, the Foundation owed the Association \$106,658 and \$63,984, respectively, for services and products provided by the Association.

The Association owed the Foundation \$41,927 and \$128,130 as of December 31, 2023 and 2022, respectively, for support allocated to the Foundation. For the years ended December 31, 2023 and 2022, the Foundation received support from the Association in the amount of \$503,121.

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2023 and 2022

6. Retirement Plan

The Foundation participates in the Association's 401(k) profit-sharing plan, which covers substantially all employees and allows for employee contributions of up to the maximum allowed under Internal Revenue Service regulations. Employer contributions are discretionary and are determined annually by the Foundation. Retirement plan expense for 2023 and 2022 was \$62,449 and \$48,955, respectively.

7. Functional Expenses

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

Expenses by function and natural classification are as follows:

	<u>2023</u>	<u>2022</u>
Program services		
Salaries and related taxes	\$ 1,462,409	\$ 1,463,174
Office supplies and other	276,918	310,139
Occupancy	51,402	49,075
Subrecipients	2,978,175	6,227,746
Subcontractors	2,111,111	5,606,673
Seminars, meetings and workshops	286,216	266,747
Insurance	<u>3,292</u>	<u>3,407</u>
Total program services	<u>7,169,523</u>	<u>13,926,961</u>
General and administrative		
Salaries and related taxes	396,477	266,453
Office supplies and other	5,002	4,221
Occupancy	28,080	23,762
Insurance	<u>2,194</u>	<u>2,271</u>
Total general and administrative	<u>431,753</u>	<u>296,707</u>
	<u>\$ 7,601,276</u>	<u>\$ 14,223,668</u>

SUPPLEMENTARY INFORMATION

FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2023

<u>Federal Program</u>	<u>Federal AL Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
U.S. Department of the Treasury				
Direct programs:				
Coronavirus State and Local Fiscal Recovery Funds	21.027		\$ <u>323,159</u>	\$ <u>1,711,479</u>
U.S. Department of Health and Human Services				
Pass-through programs:				
State of New Hampshire Department of Health and Human Services				
Immunization Cooperative Agreements	93.268	05-95-90- 902510-2495	901,191	1,205,515
Small Rural Hospital Improvement Grant Program	93.301	05-95-90- 901010-2219	-	205,840
State Rural Hospital Flexibility Program	93.241	05-95-90- 902010-2218	-	45,692
National Bioterrorism Hospital Preparedness Program	93.889	6U3REP20064 9-01-00	-	300,162
The National Cardiovascular Health Program	93.426	05-95-90- 902010-1227	-	330,000
Cooperative Agreement to Support Navigators in Federally-facilitated exchanges	93.332	NAVACA21040 0-01-00	-	148,704
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	95-90-903010- 2643	-	588,230

See accompanying notes to the schedule of expenditures of federal awards

FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Expenditures of Federal Awards (Concluded)

Year Ended December 31, 2023

<u>Federal Program</u>	<u>Federal AL Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	05-95-90- 901010-5771	739,598	766,732
Block Grants for Prevention and Treatment of Substance Abuse	93.959	Various	<u>116,993</u>	<u>307,228</u>
Total U.S. Department of Health and Human Services			<u>1,757,782</u>	<u>3,898,103</u>
Total expenditures of federal awards			<u>\$ 2,080,941</u>	<u>\$ 5,609,582</u>

See accompanying notes to the schedule of expenditures of federal awards

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to the Schedule of Expenditures of Federal Awards

Year Ended December 31, 2023

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (Schedule) includes the federal grant activity of Foundation for Healthy Communities (Foundation) under programs of the federal government for the year ended December 31, 2023. The information in the Schedule is presented in accordance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a portion of the operations of the Foundation, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Foundation.

2. Summary of Significant Accounting Policies

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

3. Indirect Cost Rate

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



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

Board of Trustees
Foundation for Healthy Communities

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Foundation for Healthy Communities (Foundation), which comprise the statement of financial position as of December 31, 2023, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 29, 2024.

Report on Internal Control over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2023-001 that we consider to be a material weakness.

Board of Trustees
Foundation for Healthy Communities

Report on Compliance and Other Matters

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

The Foundation's Response to Findings

Government Auditing Standards require the auditor to perform limited procedures on the Organization's response to the finding identified in our audit and described in the accompanying schedule of findings and questioned costs. The Foundation's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 29, 2024



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Trustees
Foundation for Healthy Communities

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Foundation for Healthy Communities' (Foundation) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on each major federal program for the year ended December 31, 2023. The Foundation's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Foundation complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each major federal program for the year ended December 31, 2023.

Basis for Opinion on Each Major Federal Program

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

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

Responsibilities of Management for Compliance

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

Board of Trustees
Foundation for Healthy Communities

Auditor's Responsibilities for the Audit of Compliance

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

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

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

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

Report on Internal Control over Compliance

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

Board of Trustees
Foundation for Healthy Communities

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

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

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

Berry Duinn McNeil & Parker, LLC

Manchester, New Hampshire
April 29, 2024

FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Findings and Questioned Costs

Year Ended December 31, 2023

Section I. - Summary of Auditor's Results

Financial Statements

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

Federal Awards

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

Identification of Major Programs

<u>AL Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.391	Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs:	\$750,000
Auditee qualified as low-risk auditee?	<u> x </u> yes _____ no

FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Findings and Questioned Costs (Concluded)

Year Ended December 31, 2023

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

Finding Number: 2023-001

Criteria: The Foundation is responsible for designing, implementing and maintaining effective internal controls over financial reporting that provide reasonable assurance that the internal controls will prevent misstatements or detect and correct misstatements on a timely basis, intentional or unintentional, from occurring.

Condition Found: During our audit, it was discovered the Foundation had been awarded a \$1,000,000 unconditional grant to be received over five years. The Foundation recorded the amount received in 2023 as grant support. The Foundation did not record the remaining future payments expected to be received as grant support during the year ended December 31, 2023.

Cause and Effect: Historically, the Foundation has generally received either multi year conditional grants where the Foundation is required to satisfy certain conditions in order to receive future funding or one year unconditional grants that are recorded when received. As such, when this grant was awarded, the Foundation accounted for the grant in the manner it historically has recorded its grant funding. As a result, an audit adjustment was recorded for \$700,000 to account for the future payments expected to be received in accordance with U.S. generally accepted accounting principles.

Recommendation: We recommend the Foundation analyzes all grants awarded to determine whether or not there are conditions included in the grant agreements that would limit the Foundation's ability to recognize the full amount of the grant award.

Views of a Responsible
Official and Corrective

Action Plan: Management agrees with the finding. See attached Corrective Action Plan.

Section III. - Federal Award Findings and Questioned Costs

None noted

FOUNDATION FOR HEALTHY COMMUNITIES

Summary Schedule of Prior Audit Findings

Year Ended December 31, 2023

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

None noted

Section II. - Federal Award Findings and Questioned Costs

None noted



Foundation *for*
Healthy Communities'

FINDINGS 2023-001 Corrective Action Plan

Management will implement a process of identifying the provisions, terms and conditions under grant awards received to determine the proper accounting under U.S. generally accepted accounting principles.

Responsible party: Peter Ames
Executive Director
(603) 415-4270

Anticipated completion date: January 1, 2024



Foundation for
Healthy Communities

BOARD OF DIRECTORS 2024

Betsey Rhynhart, Chair	Vice President, Population Health, Concord Hospital
Andrew Watt, MD, Vice Chair	CMIO, Catholic Medical Center
Stephen Ahnen, Secretary/Treasurer	President, New Hampshire Hospital Association
Peter Ames, <i>ex officio</i>	Executive Director, Foundation for Healthy Communities
Lauren Collins-Cline, Immediate Past Chair	Vice President, Montagne Powers
Deb Broadhead, RN	Director, Healthcare Management, Anthem
Cherie Holmes, MD	CMO, Cheshire Medical Center
Fuad Kahn, MD, MBA	Sr. Director of Behavioral and Community Health Mass General Brigham, Wentworth-Douglass Hospital
Sally Kraft, MD	Vice President of Population Health, Dartmouth-Hitchcock Health
Eileen Liponis	Executive Director, New Hampshire Food Bank
Lisa Madden	President and CEO, Riverbend Community Mental Health Center
Tom Manion	President and CEO, New London Hospital
Holly McCormack, DNP	CEO, Cottage Hospital
Colin McHugh	President & CEO, Southern New Hampshire Health
Sue Mooney, MD,	President & CEO, Alice Peck Day Memorial Hospital
Jeremy Roberge, CPA	President & CEO, Huggins Hospital
John Skevington	CEO, Parkland Medical Center
Susan Walsh	Strategic Business Lead, NH, Harvard Pilgrim Health Care
Annette Escalante, MSW, MLADC	Director of Substance Use Services, Elliot Health System
Steve Saltzman	President and CEO, NH Community Load Fund
Mark Bonica	Associate Professor, Health Management and Policy, University of New Hampshire

Chris Symolon

EDUCATION

SOUTHERN NEW HAMPSHIRE UNIVERSITY

Manchester, NH

Bachelor of Arts (B.A.) Management,
Logistics And Operations

Relevant Coursework

- Six Sigma White Belt
- QSO 645 Project Management Professional

ADDITIONAL SKILLS

Relationship Building and Management
Community Development
Community Engagement & Outreach
Project Management
Program Development and Management
Budgeting and Resource Management
Continuous Process Improvement
Advanced MS Office Suite
Proficient in Asana, Smartsheet, Gantt & Monday.com
CRM Database Management

ADDITIONAL INFORMATION

Mental Health First Aid Certificate
Flawless Consulting Skills Workshop
Advanced Facilitator Training

PROFESSIONAL SUMMARY

Strong strategic planner and client-relationship management professional. Dedicated to providing stellar customer service and operational improvements for organizations. Delivers excellence in meeting business objectives in congruence with fostering mutually beneficial relationships with stakeholders. Adept in managing budgets, account management, and goal setting. Proactive in resolving issues with exceptional organizational and communication skills. Results oriented professional with strong leadership and relationship-building skills.

EXPERIENCE

Director, COVID-19 Vaccination Project

Foundation for Healthy Communities, Concord, NH / Apr 2022- Present

- Lead statewide project to increase infrastructure and capacity to administer and reduce access barriers to COVID-19 vaccinations
- Manage all administrative tasks, including internal and external financial and program reporting
- Establish and maintain relationships and timely communication with all project stakeholders
- Monitor participating hospitals implementation plan of NHIS and HL7 messaging

SENIOR ACADEMIC COACH

Duet, Boston, MA / Apr 2020 - March 2022

- Cultivated community partners to recruit students from underserved populations
- Developed and maintained strong relationship with students to ensure progress to goals
- Identified barriers and guide students to resolutions and alternative solutions
- Reviewed aggregate data to identify trends and develop strategies to move students forward
- Provided students personalized academic support, motivation, leadership, and accountability measures

CLIENT SUCCESS MANAGER

Dynamic Benchmarking, Windham, NH / Sep 2019 - Apr 2020

- Implemented process improvement and recommendations to increase participation and engagement
- Developed strategic study and benchmarking reports
- Developed and initiate project plan, timeline, and communications with new and existing clients

COMMUNITY PARTNER PROGRAM MANAGER

LRNG Community Impact, SNHU, Manchester, NH / Jan 2017 - Jun 2019

- Bill and Melinda Gates Grant coordinator/project manager
- Fostered sustainable community partnerships from contracting, program launch, and successful student outcomes and impact
- Developed detailed account plans, training materials and professional development for partners
- Trained community partners leadership and staff in the SNHU CBE/CfA model
- Identified business needs, requirements, and assessments of student progress and milestones
- Addressed and resolved technical, financial, and operational concerns with University's internal stakeholders
- Collaborated with partners to uncover issues, identify applicable solutions

OFFICE COORDINATOR

College for America, SNHU, Manchester, NH / Jun 2015 - Dec 2016

- Assist Administrative Manager to develop operational procedures and aid in creating new processes
- Responsible for financial budget management
- Maintain accurate MNDAs and SOW records for Contract and Procurement Department

DISTRICT MANAGER

Girl Scouts of the Green and White Mountain, Bedford, NH / Mar 2014 - Jun 2015

- Executed membership goal setting, volunteer retention strategies and long range departmental strategic planning initiatives
- Managed all facets of volunteer engagement including, recruitment, intake, placement, training, retention, and conflict resolution
- Collected quarterly needs assessments and made recommendations for strategic planning and direction

TROOP BANKING AND FINANCE VOLUNTEER SUPPORT MANAGER

Girl Scouts of the Green and White Mountain, Bedford, NH / Dec 2012 - May 2014

COMMUNITY EXECUTIVE DEVELOPMENT

American Cancer Society, Boston, MA / Jul 2011 - Dec 2012

INCOME DEVELOPMENT/VOLUNTEER COORDINATOR

American Cancer Society, Boston, MA / Sep 2009 - Jul 2011

NH Department of Health and Human Services

KEY PERSONNEL

Expanding COVID-19 Vaccination Programs in NH Hospitals

List those primarily responsible for meeting the terms and conditions of the agreement.

SF Year 2025

Contractor Name: Foundation for Healthy Communities

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Chris Symolon	Director, Covid-19 Vaccination Program	\$ 39,792	\$ 79,584
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

30 mac



Lori A. Shibiorette
Commissioner

Patricia M. Tilley
Director

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

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

January 20, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** contract with Foundation for Healthy Communities (VC# 154533), Concord, NH, in the amount of \$6,600,000 to increase infrastructure and capacity for participating hospitals, statewide, to administer and reduce access barriers to COVID-19 vaccinations, with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2021, upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902510-24950000 HEALTH AND HUM AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLI HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, ARP-IMMUNIZATION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Opr Svc	90023800	\$4,000,000
2023	102-500731	Contracts for Opr Svc	90023800	\$1,600,000
2024	102-500731	Contracts for Opr Svc	90023800	\$1,000,000
			Total	\$6,600,000

EXPLANATION

This request is **Retroactive** because there is an urgent need to increase the capacity of hospitals to administer and manage COVID-19 vaccines and boosters to prevent severe illness and additional hospitalizations. The healthcare system is under unprecedented pressure with increasing rates of COVID-19 among inpatients that is stressing the availability of acute care services across the state. With retroactive approval, the Contractor will be able to support outstanding administrative burdens related to vaccine delivery and management.

This request is **Sole Source** because the New Hampshire Hospital Association has existing infrastructure and relationships New Hampshire hospitals and is positioned to

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

complement the Departments existing COVID-19 efforts. The Contractor therefore has highly specialized expertise and is uniquely qualified to work with New Hampshire healthcare providers to address COVID-19.

The purpose of this request is to increase infrastructure and capacity for participating hospitals, statewide, to administer and reduce access barriers to COVID-19 vaccinations. The Contractor will work with New Hampshire's hospitals to develop and implement engagement strategies to promote COVID-19 vaccinations as part of health care and increase vaccine confidence through education and outreach. The Contractor will work with the health centers and community partners to operationalize COVID-19 vaccine clinics to ensure equitable distribution of the COVID-19 vaccinations.

The Contractor will partner with New Hampshire hospitals as subrecipients to increase accessibility of COVID-19 vaccination in a variety of inpatient and outpatient settings. Additionally, the Contractor will work with participating hospitals to expand their organizational data system infrastructure to implement the Immunization Information Systems, including developing and implementing successful pathways for HL7 messaging.

Approximately 200,000 individuals will be served during State Fiscal Years 2022, 2023, and 2024.

The Department will monitor services by reviewing:

- Quarterly reports that tracks efforts, successes, and challenges of promoting vaccine awareness and uptake of COVID-19 vaccinations.
- Reports of the number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination.
- Status of NHHS HL7 Onboarding for each hospital

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

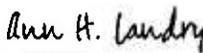
Should the Governor and Council not authorize this request, the Department's ability to address COVID-19 and other health-related impacts on high-risk and underserved populations would be significantly limited, potentially increasing the health and economic burden of the COVID-19 pandemic on citizens statewide.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.268, FAIN # NH23IP922595

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

Respectfully submitted,

DocuSigned by:

248AB37ED0EB488...

Ann Landry
Associate Commissioner

Subject: Expanding COVID-19 Vaccination Programs in NH Hospitals (SS-2022-DPHS-21-EXPAN-01)

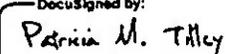
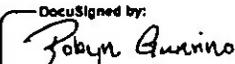
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Foundation for Healthy Communities		1.4 Contractor Address 125 Airport Rd. Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-0900	1.6 Account Number 05-95-90-902510-24950000	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$6,600,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 1/11/2022		1.12 Name and Title of Contractor Signatory Peter Ames Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 1/13/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/18/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


 Contractor Initials
 Date 1/11/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

OS
PA

Contractor Initials

Date 1/11/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become retroactively effective to October 1, 2021 ("Effective Date"), upon approval from the Governor and Executive Council.

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

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

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

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

DS
FA

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B**

Scope of Services

1. Statement of Work- COVID-19 Vaccines

- 1.1. The Contractor shall partner with New Hampshire hospitals and their affiliates as subrecipients to reduce access to barriers to COVID-19 vaccinations and increase capacity. Subrecipients shall include, but are not limited to:
 - 1.1.1. In-patient hospitals.
 - 1.1.2. Out-patient hospitals.
 - 1.1.3. Affiliated offices to the hospitals.
 - 1.1.4. Other providers, as determined by the Contractor.
- 1.2. The Contractor shall not provide services in this Agreement to the following types of subrecipients:
 - 1.2.1. Community Health Centers (CHCs) and their affiliates;
 - 1.2.2. Federally Qualified Health Centers (FQHCs) and their affiliates; and
 - 1.2.3. Healthcare providers who are not affiliated with NH hospitals.
- 1.3. The Contractor shall provide oversight to the subrecipients for the following allowable activities, in accordance with the funding requirements, which shall include, but is not limited to:
 - 1.3.1. Increasing the number of hospital affiliated practices eligible to receive State-supplied COVID-19 vaccines by identifying and engaging providers who do not provide COVID-19 vaccinations, and other providers who in their normal course of practice offer other routine immunizations.
 - 1.3.2. Completing the COVID-19 Vaccine Provider Agreements, Appendix A, with participating hospitals and related trainings.
 - 1.3.3. Provide access to COVID-19 vaccines for populations which include, but are not limited to:
 - 1.3.3.1. Racial minorities.
 - 1.3.3.2. Ethnic minorities
 - 1.3.3.3. Individuals experiencing homelessness.
 - 1.3.3.4. Individuals experiencing housing instability.
 - 1.3.3.5. Rural Communities.
 - 1.3.3.6. Other populations disproportionately affected by COVID-19.
 - 1.3.4. Working with hospitals to operationalize COVID-19 vaccine clinics by utilizing strategies that include, but are not limited to:
 - 1.3.4.1. Vaccine strike teams to target specific locations.

OS
PA

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B**

- 1.3.4.2. Mobile vaccine clinics.
- 1.3.4.3. Satellite clinics.
- 1.3.4.4. Temporary clinics.
- 1.3.4.5. Travel to off-site clinics to provide vaccination services in non-traditional settings, including in-home vaccination to homebound patients where other mechanisms for in-home vaccination are not available.
- 1.3.4.6. Other vaccine sites, as approved by the Department.
- 1.3.5. Increasing accessibility of COVID-19 vaccine administration by ensuring vaccine administration is offered in a variety of inpatient/outpatient locations and extended hours are available.
- 1.3.6. Ensuring proper vaccine storage, handling, administration, and documentation in accordance with state and federal guidelines by providing resources, equipment and/or supplies as needed, including, but not limited to:
 - 1.3.6.1. Clinical and/or administrative staff resources.
 - 1.3.6.2. Appropriate refrigerator(s)/freezer(s), and data logger(s).
 - 1.3.6.3. Additional allowable supplies, which include, but are not limited to:
 - 1.3.6.3.1. Syringes.
 - 1.3.6.3.2. Needles
 - 1.3.6.3.3. Alcohol wipes.
 - 1.3.6.3.4. Band aids.
 - 1.3.6.3.5. Stickers.
 - 1.3.6.3.6. Other necessary supplies and equipment per the COVID-19 Vaccine Provider Agreement.
- 1.3.7. Documenting COVID-19 vaccine administration and maintain vaccine accountability (reconciliation) in the Immunization Information Systems (NHIS) or as directed by the Department.
- 1.4. The Contractor shall provide oversight to the subrecipients for the following allowable activities, in accordance with the funding requirements, which may include, but is not limited to:
 - 1.4.1. Conducting outreach to the above populations, including, but not limited to, those who:
 - 1.4.1.1. Experienced disproportionately high rates of COVID-19 and related deaths.

DS
PA

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B**

- 1.4.1.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the Centers for Disease Control and Prevention.
- 1.4.1.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical and health system barriers.
- 1.4.1.4. Are likely to have low acceptance of or confidence in COVID-19 vaccines.
- 1.4.1.5. Have a history of mistrust in health authorities or the medical establishment.
- 1.4.1.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.
- 1.4.2. Reducing barriers to receipt of vaccination services, including, but not limited to, providing translation services and/or assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.
- 1.4.3. Conducting outreach to assess an individual's readiness to receive a vaccination.
- 1.4.4. Having a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.
- 1.4.5. Providing services to increase COVID-19 vaccine confidence among the populations listed above by:
 - 1.4.5.1. Addressing and monitoring vaccine misinformation on social media.
 - 1.4.5.2. Developing and distributing messaging in multiple languages, including, but not limited to:
 - 1.4.5.2.1. Videos.
 - 1.4.5.2.2. Audio.
 - 1.4.5.2.3. Print materials.
 - 1.4.5.2.4. Social media campaigns featuring a diverse array of community leaders, outreach staff, and other respected, non-medical practitioners.
- 1.4.6. Participating in meetings with the Department, as requested by the Department.
- 1.4.7. Attending New Hampshire Immunization Program (NHIP) trainings.
- 1.4.8. Attending New Hampshire Public Health Association and other stakeholder immunization meetings/conferences.

PA

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals**

EXHIBIT B

- 1.4.9. Disseminating educational materials and information related to COVID-19 vaccinations to the above populations.
- 1.4.10. Working with community stakeholders, to leverage community effort to increase the knowledge of COVID-19 vaccinations among vulnerable populations. Stakeholders may include, but are not limited to:
 - 1.4.10.1. Federally Qualified Health Centers
 - 1.4.10.2. Community Mental Health Centers.
 - 1.4.10.3. Community-based Organizations.
 - 1.4.10.4. City Health Departments.
 - 1.4.10.5. Faith-based Organizations.
 - 1.4.10.6. Local Businesses.
 - 1.4.10.7. Community Colleges.

2. Statement of Work- HL7 Messaging

- 2.1. The Contractor shall, in collaboration with the Department, oversee the subrecipients expansion of their organizational data system infrastructure to implement the Immunization Information Systems (NHIIS), including developing and implementing successful pathways for HL7 messaging. The subrecipients shall:
 - 2.1.1. Adhere to the Department's NHIIS HL7 Onboarding Plan, which is attached hereto and incorporated by reference herein.
 - 2.1.2. Initiate "Step 1- Onboarding Preparation" of the Department's NHIIS HL7 Onboarding Plan within 60 days from the date of Agreement between the Contractor and the subrecipient.
 - 2.1.3. Demonstrate timely active progression of NHIIS HL7 Onboarding to subsequent phases per Department guidance.
 - 2.1.4. Ensure proper resources are assigned to report doses to NHIIS.
 - 2.1.5. Promote communication between NHIIS with the electronic medical records (EMR) vendors and vaccine managers and participate in all interface calls with the NHIIS and EMR vendors to facilitate the onboarding process and provide status updates.
 - 2.1.6. Promote use of NHIIS internally and externally with other vaccine stakeholders. Utilize and leverage data systems, including the NHIIS, to identify areas of low vaccination uptake in order to focus efforts to promote vaccination and reduce barriers to receipt of vaccination.

3. Work Plan



**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B**

3.1. Within thirty (30) days of the effective date of this Agreement, the Contractor shall provide the Department with a Work Plan, Appendix B, for Statement of Work Sections for Year One (1) of the Agreement term.

3.1.1. The Contractor shall subsequently provide Work Plans for Year Two (2) of the Agreement term no later than thirty (30) days prior to the end of Year One (1).

3.1.2. Year One (1) and Year Two (2) Work Plans shall include, but are not limited to:

3.1.2.1. Baseline and target numbers of individuals vaccinated.

3.1.2.2. Detailed strategy and/or plans to meet each requirement and deliverable of the Agreement.

3.1.2.3. Estimated timeline(s).

3.1.2.4. Quality improvement strategies and SMART (Specific, Measurable, Achievable, Realistic and Time-Bound) Objectives for:

3.1.2.4.1. Communications and outreach activities.

3.1.2.4.2. Planned activities for increasing vaccine confidence.

3.1.2.4.3. Planned activities for increasing COVID-19 vaccination access and uptake.

3.1.2.4.4. NHIS Utilization, including, but not limited: input of accurate and complete patient data, dose for dose accountability, inventory management. Verification of patient NHIS record to capture any opportunity to vaccinate per ACIP recommendations.

3.1.2.4.5. HL7 Integration plan including ensuring data integrity.

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

4. Exhibits Incorporated

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

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

OS
PA

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B**

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

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports for each subrecipient, in a template provided by the Department, which shall include, but are not limited to:

- 5.1.1. Summaries of expenses incurred by each health care provider.
- 5.1.2. Description of activities performed, resulting impacts to individuals and families served, and other outcomes.
- 5.1.3. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19 vaccinations.
- 5.1.4. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.
- 5.1.5. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.
- 5.1.6. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.
- 5.1.7. Efforts, successes, and challenges experienced in providing community engagement.
- 5.1.8. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period by the following age ranges:
 - 5.1.8.1. 5-11 years old.
 - 5.1.8.2. 12-17 years old.
 - 5.1.8.3. 18 years and older.
 - 5.1.8.4. Birth - 4 years old if vaccination is approved for this age category.
- 5.1.9. Efforts, successes and challenges experienced in utilizing NHIIS and implementing NHIIS HL7 messaging.
- 5.1.10. Status of NHIIS HL7 Onboarding for each health care practice including, but not limited to: name of the health care practice, date of entry into current phase, name of current HL7 onboarding phase of HL7, number of resources assigned and roles, number of days in current phase, number of days anticipated to progress to next phase, steps to be taken in order to proceed to next phase,

CS
PA

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B**

including data quality gaps at the electronic medical record level and programmatic gaps identified during the NHHS onboarding process, additional comments.

- 5.2. The Contractor shall provide a comprehensive annual report for Statement of Work Sections by June 30th of each Contract year. The annual report will summarize:
 - 5.2.1. Participation.
 - 5.2.2. Outcomes.
 - 5.2.3. Challenges.
 - 5.2.4. Strengths.
 - 5.2.5. Identified needs for the upcoming Contract year.
- 5.3. The Contractor shall submit a final report due thirty (30) days from Contract completion date.
- 5.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

6.3. Credits and Copyright Ownership

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

ds
PA

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B**

Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

7. Records

- 7.1. The Contractor shall keep records that include, but are not limited to:
 - 7.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 7.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department

DS
PA

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT B**

shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

DS
PA

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Federal Funds from the Immunization Cooperative Agreements, as awarded on November 4, 2021, by the Centers for Disease Control, CFDA 93.268, FAIN # NH23IP922595
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 15% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-3, Budget.
 - 3.1. The Contractor shall administer allocated funding to health care providers, in accordance with all Federal grant and State contract requirements. The Contractor shall obtain the following documents, which include, but are not limited to:
 - 3.1.1. Collecting invoices from participating hospitals.
 - 3.1.2. Reviewing invoices, to ensure all expenses are allowable.
 - 3.2. The Contractor shall reimburse health care providers for allowable expenses only.
 - 3.3. The Contractor shall reimburse health care providers within thirty (30) days of the receipt of an allowable invoice.
4. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

OS
PA

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT C**

- 4.4. Ensure the invoice is completed, dated and returned to the Department with supporting documentation for authorized expenses, in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

**New Hampshire Department of Health and Human Services
Expanding COVID-19 Vaccination Programs in NH Hospitals
EXHIBIT C**

- 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

03
PA

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services									
Contractor Name: Foundation for Healthy Communities									
Project Title: Expanding COVID-19 Vaccination Programs in NH Hospitals									
Budget Period: 10/1/2021-06/30/22									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 24,368.00	\$ 3,655.35	\$ 28,024.35	\$ -	\$ -	\$ -	\$ 24,368.00	\$ 3,655.35	\$ 28,024.35
2. Employee Benefits	\$ 13,957.36	\$ 2,093.60	\$ 16,050.96	\$ -	\$ -	\$ -	\$ 13,957.36	\$ 2,093.60	\$ 16,050.96
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 250.00	\$ 37.50	\$ 287.50	\$ -	\$ -	\$ -	\$ 250.00	\$ 37.50	\$ 287.50
7. Occupancy	\$ 2,000.00	\$ 300.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
8. Current Expenses	\$ 1,092.00	\$ 163.80	\$ 1,255.80	\$ -	\$ -	\$ -	\$ 1,092.00	\$ 163.80	\$ 1,255.80
Telephone	\$ 156.00	\$ 23.40	\$ 179.40	\$ -	\$ -	\$ -	\$ 156.00	\$ 23.40	\$ 179.40
Postage	\$ 150.00	\$ 22.50	\$ 172.50	\$ -	\$ -	\$ -	\$ 150.00	\$ 22.50	\$ 172.50
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,500.00	\$ 225.00	\$ 1,725.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 225.00	\$ 1,725.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 652.00	\$ 87.80	\$ 748.80	\$ -	\$ -	\$ -	\$ 652.00	\$ 87.80	\$ 748.80
10. Marketing/Communications	\$ 5,000.00	\$ 750.00	\$ 5,750.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 750.00	\$ 5,750.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 3,428,134.51	\$ 514,370.18	\$ 3,943,504.69	\$ -	\$ -	\$ -	\$ 3,428,134.51	\$ 514,370.18	\$ 3,943,504.69
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 3,478,268.87	\$ 521,739.13	\$ 4,000,008.00	\$ -	\$ -	\$ -	\$ 3,478,268.87	\$ 521,739.13	\$ 4,000,008.00

Indirect As A Percent of Direct 13.0%

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services									
Contractor Name: Foundation for Healthy Communities									
Project Title: Expanding COVID-19 Vaccination Programs in NH Hospitals									
Budget Period: 7/1/2022 - 6/30/2023									
Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 74,445.03	\$ 11,186.75	\$ 85,631.78	\$ -	\$ -	\$ -	\$ 74,445.03	\$ 11,186.75	\$ 85,631.78
2. Employee Benefits	\$ 41,453.78	\$ 6,218.08	\$ 47,671.78	\$ -	\$ -	\$ -	\$ 41,453.78	\$ 6,218.08	\$ 47,671.78
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 453.00	\$ 68.25	\$ 521.25	\$ -	\$ -	\$ -	\$ 453.00	\$ 68.25	\$ 521.25
6. Travel	\$ 4,000.00	\$ 800.00	\$ 4,800.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 800.00	\$ 4,800.00
7. Occupancy	\$ 3,323.00	\$ 498.75	\$ 3,821.75	\$ -	\$ -	\$ -	\$ 3,323.00	\$ 498.75	\$ 3,821.75
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 475.00	\$ 71.25	\$ 546.25	\$ -	\$ -	\$ -	\$ 475.00	\$ 71.25	\$ 546.25
Postage	\$ 150.00	\$ 22.50	\$ 172.50	\$ -	\$ -	\$ -	\$ 150.00	\$ 22.50	\$ 172.50
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,500.00	\$ 225.00	\$ 1,725.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 225.00	\$ 1,725.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,863.00	\$ 297.75	\$ 2,160.75	\$ -	\$ -	\$ -	\$ 1,863.00	\$ 297.75	\$ 2,160.75
10. Membership/Communications	\$ 12,300.00	\$ 1,875.00	\$ 14,175.00	\$ -	\$ -	\$ -	\$ 12,300.00	\$ 1,875.00	\$ 14,175.00
11. Staff Education and Training	\$ 2,000.00	\$ 300.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
12. Subcontract/Agreements	\$ 1,249,013.62	\$ 187,352.34	\$ 1,436,365.96	\$ -	\$ -	\$ -	\$ 1,249,013.62	\$ 187,352.34	\$ 1,436,365.96
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,391,304.35	\$ 208,635.65	\$ 1,600,000.00	\$ -	\$ -	\$ -	\$ 1,391,304.35	\$ 208,635.65	\$ 1,600,000.00

Indirect As A Percent of Direct

15.0%

OS
 PA

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services										
Contractor Name: Foundation for Healthy Communities										
Project Title: Expanding COVID-19 Vaccination Programs in NH Hospitals										
Budget Period: 07/1/2023-06/30/2024										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHRH contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 75,803.00	\$ 11,370.45	\$ 87,173.45	\$ -	\$ -	\$ -	\$ 75,803.00	\$ 11,370.45	\$ 87,173.45	
2. Employee Benefits	\$ 44,754.84	\$ 6,713.23	\$ 51,468.07	\$ -	\$ -	\$ -	\$ 44,754.84	\$ 6,713.23	\$ 51,468.07	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 484.00	\$ 69.80	\$ 553.80	\$ -	\$ -	\$ -	\$ 484.00	\$ 69.80	\$ 553.80	
6. Travel	\$ 4,000.00	\$ 600.00	\$ 4,600.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 600.00	\$ 4,600.00	
7. Occupancy	\$ 3,425.00	\$ 513.75	\$ 3,938.75	\$ -	\$ -	\$ -	\$ 3,425.00	\$ 513.75	\$ 3,938.75	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 488.00	\$ 73.35	\$ 561.35	\$ -	\$ -	\$ -	\$ 488.00	\$ 73.35	\$ 561.35	
Postage	\$ 150.00	\$ 22.50	\$ 172.50	\$ -	\$ -	\$ -	\$ 150.00	\$ 22.50	\$ 172.50	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ 1,500.00	\$ 225.00	\$ 1,725.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 225.00	\$ 1,725.00	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 2,043.00	\$ 306.75	\$ 2,351.75	\$ -	\$ -	\$ -	\$ 2,043.00	\$ 306.75	\$ 2,351.75	
10. Marketing/Communications	\$ 12,500.00	\$ 1,875.00	\$ 14,375.00	\$ -	\$ -	\$ -	\$ 12,500.00	\$ 1,875.00	\$ 14,375.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 724,434.37	\$ 108,665.18	\$ 833,099.55	\$ -	\$ -	\$ -	\$ 724,434.37	\$ 108,665.18	\$ 833,099.55	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 849,543.21	\$ 130,434.79	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ 849,543.21	\$ 130,434.79	\$ 1,000,000.00	
Indirect As A Percent of Direct 15.0%										

09
 PA

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

PA



New Hampshire Department of Health and Human Services
Exhibit D

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

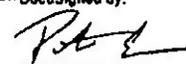
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

1/11/2022

Date

DocuSigned by:

 Name: Peter Ames
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

1/11/2022

Date

DocuSigned by:

Name: Peter Ames

Title: Executive Director

Vendor Initials

Date 1/11/2022

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

PA

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

1/11/2022

Date

DocuSigned by:

Name: Peter Ames

Title: Executive Director

Contractor Initials

Date 1/11/2022



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

DS
PA

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

1/11/2022

Date

DocuSigned by:

Name: Peter Ames

Title: Executive Director

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

1/11/2022

Date

DocuSigned by:

Name: Peter Ames

Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

PA



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

PA



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

PA

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Contractor Initials PA



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials PA

Date 1/11/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State by:

Patricia M. Tilley

Signature of Authorized Representative

Patricia M. Tilley

Name of Authorized Representative
Director

Title of Authorized Representative

1/13/2022

Date

Foundation for Healthy Communities

Name of the Contractor

Peter Ames

Signature of Authorized Representative

Peter Ames

Name of Authorized Representative

Executive Director

Title of Authorized Representative

1/11/2022

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

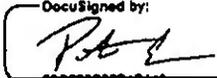
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name:

1/11/2022

Date

DocuSigned by:

 Name: Peter Ames
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 615335283

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

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

ds
PA

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

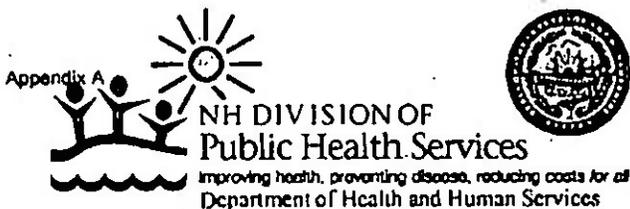
VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



COVID-19 Vaccine Training for NH Vaccine Partners: Training Checklist

The following courses are required for a minimum of one staff person, *per location, in your organization who is responsible for ordering, managing or administering COVID-19 vaccines. If you do not already have one, you must register for a TCEO account to obtain CE credits and certificates. For each course, all course content must be completed and you must pass the post-course evaluation (test) to obtain credit as well as get your certificate.

*The State must have a COVID19 Vaccine Agreement on file for each location. Agreement Instructions
COVID19 Vaccine Agreement

TRAINING

Note: Each site is responsible for maintaining training records for their staff and may be asked at any time to furnish these records to the State of New Hampshire via electronic audit or site-visit

All staff who receive, handle, manage, prepare, or administer vaccine should be training on the COVID-19 Vaccination Program's requirements and the specific storage, handling, preparation, and administration requirements for each COVID-19 vaccine product. Providers are responsible for ensuring this training has been completed. Certificates and proof of training must be available upon request by NHIP. The following link provides an assessment tool that can be used to facilitate this process:

COVID-19 Vaccine Administration Competencies Assessment Form

For the initial on-boarding process, one staff member (primary vaccine manager) must complete the trainings and send their certificate/transcript to immunization@dhhs.nh.gov before the provider is approved to receive their first COVID-19 vaccine shipment.

REQUIRED TRAININGS

COVID-19 Vaccine Training: Register for a TCEO account to obtain CE credits and certificates or sign in with existing account at: <https://tceols.cdc.gov/> (Instructions on page 3; Troubleshooting on pages 4-5). You still need to complete the courses if you are currently a VFC provider as these are specific to COVID-19 vaccine.

Vaccine Storage & Handling

<https://www2.cdc.gov/vaccines/ed/covid19/>

Course WB4460 COVID-19 Vaccine Training: General Overview of Immunization Best Practices for Healthcare Providers

Vaccine-specific Courses

<https://www2.cdc.gov/vaccines/ed/covid19/>

- Course WB4461 Pfizer-BioNTech COVID-19 Vaccine: What Healthcare Professionals Need to Know
- Course WB4470 Janssen COVID-19 Vaccine (Johnson & Johnson): What Healthcare Professionals Need to Know
- Course WB4464 Moderna COVID-19 Vaccine: What Healthcare Professionals Need to Know

CDC's Vaccine Storage & Handling Toolkit

- Download and review <https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/index.html>

PA



All certificates for storage and handling should be emailed to immunization@dhhs.nh.gov
NHIIS User Access Request: to be completed by Facility Management

- The attached spreadsheet ("*NHIIS.Clinic.User.Details*") should be completed and submitted. Tab 1 (worksheet) of spreadsheet is for clinic/facility details. Tab 2 (worksheet) is only for your Primary and Secondary vaccine coordinators.
- Email completed spreadsheet to NHIIS.support@dhhs.nh.gov with the subject "NHIIS Clinic Details"

NH Immunization Information System (NHIIS) Application Access – Primary and Secondary Vaccine Coordinators

- Submit a user account request for the NHIIS system at:
<https://nhiis-prod.dhhs.nh.gov/nhiis/UserRegistration/NewRegistration>
Select the Request User Account link and complete the request and the New User Agreement.
- User account creation email and password received within a few business days.

Register and complete NHIIS COVID-19 Vaccine Ordering and Administration training in CDC's TRAIN platform

- Log in or create a new account in CDC Train: Go to <https://www.train.org/cdctrain/> (See page 6-7 for instructions)
- Search for course by name or course #: NHIIS COVID-19 Vaccine Ordering: Course # 202101
- Vaccine Ordering & Inventory in the NHIIS: Course # 202102
- Patient & Vaccine Information in the NHIIS: Course #202103 (If documenting vaccine in NHIIS)
- Complete the courses, take the post-tests and complete the evaluations.
- Submit your Certificates of Completion to NHIIS.Support@dhhs.nh.gov
NOTE: This certificate is required to grant access to NHIIS for Covid-19 vaccine ordering



How to create an account in CDCs TCEO (Training and Continuing Education Online) System

STEP 1: Create your account in TCEO Go to <https://tceols.cdc.gov/>

Note: If you already have a TCEO account log in and skip down to Step 2.

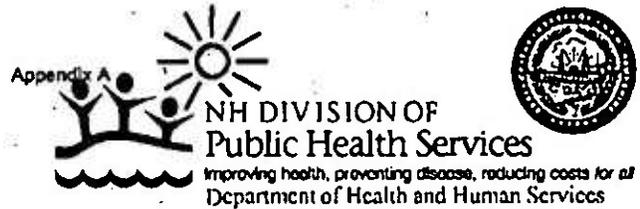
1. Go to: <https://tceols.cdc.gov/Account/Registration> and complete all required fields.

2. Click "I'm not a robot"
3. Click "Create Account"

STEP 2: Take appropriate courses

1. After completing a course, login or create a new account on TCEO (www.cdc.gov/GetCE).
2. Visit [Search Courses](#) to find the course.
3. Enter the Course Code or keyword in the Topic/keyword/course number box. (Hint: these codes are provided in the list of CDC trainings on page 1).
4. Select Search
5. Scroll down and click on the title of the course.
6. Review the information on the Course Summary page and click Continue.
7. Choose the type of continuing education you'd like to earn. You can select more than one. Click Save and Continue.
8. To complete the course, select My Activities, under Pending CE, click on the course and then select Course Link.
9. Once complete, click on the course Evaluation in the Pending CE section of My Activities and complete it. You will be returned to the [My Activities](#) page.
10. Under [Pending CE](#), click on the posttest and to obtain certification. If you don't pass the posttest, you will have one opportunity to retake it.
11. Visit the Completed CE section of the My Activities page to download your certificate.
12. Email your course certificate to: NHITS.support@dhhs.nh.gov

DS
PA



TCEO Troubleshooting and User FAQs

Computer Settings & System Requirements

The following are minimum requirements for the website. Courses launched from TCEO may have additional requirements. Please review the course description for each course additional system requirements.

Minimum System Requirements:

- Chrome version 54+
- Internet Explorer 11
- Edge version 13+
- Firefox version 49+
- Safari version 9+
- Android version 5.0+
- iOS version 9+
- Javascript enabled
- Cookies enabled

Recommended System Requirements:

- Chrome Latest Version (Auto Update Enabled) *Preferred*
- Microsoft Edge Latest Version (Auto Update Enabled)
- Android Latest Version
- iOS Latest Version
- Microsoft Office or compatible applications
- Adobe Reader

Users running other browsers could potentially experience problems when using TCEO or accessing courses posted to TCEO. Please note that some courses posted may require Java software.

Additional Support: Clearing Your Browsers Cache

When you use a browser, like Chrome, it saves some information from websites in its cache and cookies. Clearing them fixes certain problems, like loading or formatting issues on sites.

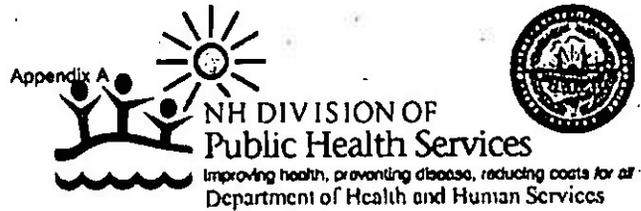
Chrome: Clearing Cache

1. On your computer, open Chrome.
2. At the top right, click More \vdots .
3. Click More tools \triangleright Clear browsing data.
4. At the top, choose a time range. To delete everything, select All time.
5. Next to "Cookies and other site data" and "Cached images and files," check the boxes.
6. Click Clear data.

Chrome: Turning on cookies

1. On your computer, open Chrome.
2. At the top right, click More \vdots \triangleright Settings.
3. Under "Privacy and security," click Site settings.
4. Click Cookies.
 - From here, you can: Turn on cookies (Next to "Blocked," turn on the switch) or
 - Turn off cookies: Turn off Allow sites to save and read cookie data.

DS
PA



Android Smart Phone/Tablet – Chrome : Clearing Cache

1. On your Android phone or tablet, open the Chrome app .
2. At the top right, tap More.
3. Tap History Clear browsing data.
4. At the top, choose a time range. To delete everything, select All time.
5. Next to "Cookies and site data" and "Cached images and files," check the boxes.
6. Tap Clear data.

Android Smart Phone/Tablet – Chrome: Turning on Cookies

1. On your Android phone or tablet, open the Chrome app .
2. At the top right, tap More Settings.
3. Tap Site settings Cookies.
4. Turn Cookies on or off.

iPhone and iPad –Chrome

Before clearing cache & cookies: When you clear your cache and cookies, your browser might sign you out of your Google Account. To make sure you can sign back in, update your recovery phone number and email address:

Chrome App : Clearing Cache

1. On your iPhone or iPad, open the Chrome app .
2. At the bottom, tap More "".
3. Tap History > Clear browsing data.
4. Make sure there's a check mark next to "Cookies, Site Data," and "Cached Images and Files."
5. Tap Clear browsing data.

Turning on/off cookies

In the Chrome app, Cookies are automatically turned on and stay on.

Additional Support Continued – Microsoft Edge Browser

Computer – Microsoft Edge Browser : Clearing Cache

1. Open Microsoft Edge, select Menu (3 dots icon on top right corner of the browser) > Settings > Privacy & services.
2. Under Clear browsing data, select Choose what to clear.
3. Select the Cached images and files check box and then select Clear.

Computer – Microsoft Edge Browser : Turning on/off cookies

1. Open Microsoft Edge, select Menu (3 dots icon on top right corner of the browser) > Settings > Site permissions > Cookies and site data
2. Turn on "Allow sites to save and read cookie data (recommended)" to unblock cookies
3. Turn on "Block third-party cookies" or add desired sites in "Block" section to block the cookies.

08
PA



How to create an account in CDCs TRAIN e-Learning Platform

STEP 1: Create a New Account in CDC TRAIN Go to <https://www.train.org/cdctrain>

Note: If you already have an existing TRAIN account (from any affiliate) log in and skip down to Step 3.

1. Select the Create an Account link and follow the prompts to create an account.
2. Create a login name: *Letters and numbers only Minimum of four characters*
3. Create a password. *Must contain at least six characters with at least one capital letter and one number*
4. Enter your work email address.
5. Enter your first and last name.
6. Select your time zone.
7. Enter your work zip/postal code.
8. Read and agree to all CDC TRAIN policies.
9. Select the Next Step button
10. Prepare to select a more detailed group selection for CDC TRAIN. Select a Community of Practice/Group that aligns with your job role or work setting. Select Continue.
11. Select the green button to confirm your selection. *If you are in a TRAIN state, you may be asked to select a group for the state.*
12. Make the best selection from the given choices and then select the Confirm button.
13. Select the blue Finish Creating Account button after you confirm your selections.

Welcome to CDC TRAIN

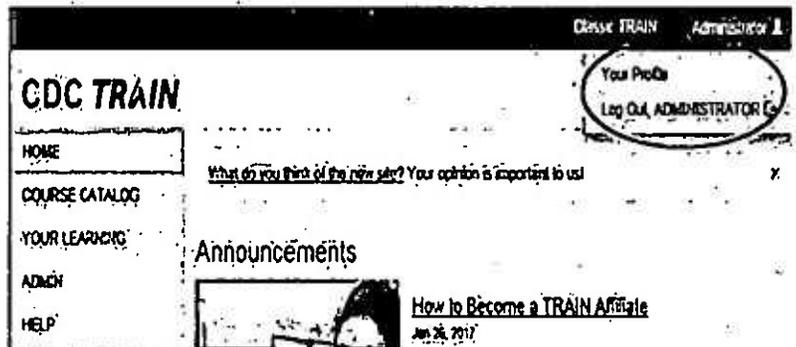
CDC TRAIN is a gateway into the TRAIN Learning Network: the most comprehensive catalog of public health training opportunities. TRAIN is a free service for learners from the Public Health Foundation.



CDC TRAIN provides access to more than 1,000 courses developed by the Centers for Disease Control and Prevention (CDC) programs, grantees, and other funded

STEP 2: Complete User Profile

1. Select your name in the top right corner
2. Select Your Profile link in the top right corner to complete any required account information.
3. Any required area of your profile to be completed will have a red exclamation mark next to it.
4. Select the exclamation mark to update each field. All fields must be completed before you can register for courses.
5. Complete each field and save the entry by selecting the Save button on the top right corner of the page.
6. Continue this action until all fields have been updated.
7. You can search CDC TRAIN for courses without all required information, but in order to register and take a course, you will need to complete your profile.
8. Remember to OPT IN to receive emails from CDC TRAIN.



DS
PA



STEP 3: Register for Required Training (based on user profile requested)

1. Search for course by name or course #:
 - a. NHIIS COVID-19 Vaccine Ordering: Course # 202101
 - b. NHIIS Vaccine Ordering & Inventory in the NHIIS, Course # 202102
 - c. Patient & Vaccine Information in the NHIIS: Course #202103 (If documenting vaccine in NHIIS)
2. E-learning courses can be completed at your own pace and are immediately approved upon registration.
3. All current courses and training plans will appear in section "Your Learning." Completed courses will appear in section "My Transcript."
4. Certificates will appear in "My Transcript" for courses that have been successfully completed.
5. Successful course completion includes a post-test, a course evaluation (see below) and emailing your course certificate to: NHIIS.support@dhhs.nh.gov

STEP 4: Complete the Course, Take the Post-test, Complete Course Evaluation, Get Certificate

1. After completing the course, click "Finish Course" to submit. NOTE: this will not close the course.
2. Click the "X" in the top right hand corner to close the course window.
3. Return to your TRAIN homepage to take the required Post-test and Course Evaluation.
4. Once the Post-test and Course Evaluation are completed, download and print your certificate as a PDF. Please rename your file using your full name followed by "NHIIS Cert".
5. This certificate needs to be attached to an email message that should be addressed to NHIIS.support@dhhs.nh.gov.
6. The subject of the email should be noted as NHIIS Certificate.
7. Future E-Learning and Classroom courses will be available soon.
 - a. Courses may require completion of online prerequisites via CDC TRAIN in order to register. Learners will be notified of approval or wait-listing for such courses.
 - b. E-learning courses can be completed at your own pace and are immediately approved upon registration.
8. All current courses and training plans will appear in section "Your Learning." Completed courses will appear in section "My Transcript."
9. Certificates will appear in "My Transcript" for courses that have been successfully completed.
10. Successful course completion includes a post-test, a course evaluation (see below) and emailing your course certificate to: NHIIS.support@dhhs.nh.gov

STEP 5: NH Immunization Information System (NHIIS) Application Access

1. Navigate to this URL <https://nhiis-prod.dhhs.nh.gov/nhiis/Login.aspx>
2. Select the Request User Account link in the middle of the screen and complete the request.
3. When completing the request, use your clinic associated email address, unless there is no clinic email reference. The organization name must be the Organization/ clinic you are associated with, for example Northeast Regional Hospital / Pediatric Specialist.
4. You should be presented with an Authorized User Agreement that needs to be completed and submitted to NHIIS.Support@dhh.nh.gov or faxed to 603.271.3850. Once the agreement is reviewed and printed, close it and select "Click to Accept".
5. Complete the Validation Section, move the slider to the far right and select Submit Registration, confirmation will be displayed.
6. Account requests are processed following training verification.

DS
PA



NH DIVISION OF Public Health Services
Improving health, preventing disease, reducing costs for all
Department of Health and Human Services



email

messages will be generated, one with user login credentials and guidelines and a second with a temporary password.

- 8. Use this information to log into NHIS and complete your profile.

TRAIN Troubleshooting and User FAQs

Computer Settings & System Requirements

The following are minimum requirements for the TRAIN website. Courses launched from TRAIN may have additional requirements. Please review the course description for each course for any additional system requirements. Users running other browsers could potentially experience problems when using TRAIN or accessing courses posted to TRAIN. Please note that some courses posted to TRAIN may require the software Java.

Minimum System Requirements:

- Chrome version 54+
- Safari version 9+
- Android version 5.0+
- iOS version 9+
- Javascript enabled
- Cookies enabled

Recommended System Requirements:

- Chrome Latest Version *Preferred* (with Auto Update Enabled)
- Android Latest Version
- iOS Latest Version
- Microsoft Office or compatible applications
- Adobe Reader

Users running browsers other than Chrome could potentially experience problems when using TRAIN or accessing courses posted to TRAIN.

Additional Support – Chrome Browser – Clearing Cache

When you use a browser, like Chrome, it saves some information from websites in its cache and cookies. Clearing them fixes certain problems, like loading or formatting issues on sites.

Computer – Chrome: Clearing Cache

7. On your computer, open Chrome.
8. At the top right, click More
9. Click More tools Clear browsing data.
10. At the top, choose a time range. To delete everything, select All time.
11. Next to "Cookies and other site data" and "Cached images and files," check the boxes.
12. Click Clear data.

Computer – Chrome: Turning on cookies

5. On your computer, open Chrome.
6. At the top right, click More Settings.
7. Under "Privacy and security," click Site settings.
8. Click Cookies.
9. From here, you can:
 - Turn on cookies: Next to "Blocked," turn on the switch.
 - Turn off cookies: Turn off Allow sites to save and read cookie data.

OS
PA



Android



NH DIVISION OF Public Health Services

Improving health, preventing disease, reducing costs for all
Department of Health and Human Services



Smart

Phone/Tablet – Chrome : Clearing Cache

1. On your Android phone or tablet, open the Chrome app .
2. At the top right, tap More .
3. Tap History > Clear browsing data.
4. At the top, choose a time range. To delete everything, select All time.

5. Next to "Cookies and site data" and "Cached images and files," check the boxes.
6. Tap Clear data.

Android Smart Phone/Tablet – Chrome: Turning on Cookies

5. On your Android phone or tablet, open the Chrome app .
6. At the top right, tap More  > Settings.
7. Tap Site settings > Cookies.
8. Turn Cookies on or off.

iPhone and iPad –Chrome

Before clearing cache & cookies

When you clear your cache and cookies, your browser might sign you out of your Google Account. To make sure you can sign back in, update your recovery phone number and email address.

Chrome App : Clearing Cache

6. On your iPhone or iPad, open the Chrome app .
7. At the bottom, tap More .
8. Tap History > Clear browsing data.
9. Make sure there's a check mark next to "Cookies, Site Data," and "Cached Images and Files."
10. Tap Clear browsing data.

Turning on/off cookies

In the Chrome app

Cookies are automatically turned on and stay on.

Train User FAQs

How do I review a course after I've completed it?

To review a course, go to the "Your Learning" menu item and then to the "Your Transcript" tab. Within this section, find the course and click on the course name. You will be brought to the course details page and prompted to enter your review. If the prompt does not open automatically, you can go to the "Reviews" tab to enter your review. Alternatively, you can access the course through the "Notifications" on the home page or in the top banner. There will be a notification that reads "You have not yet rated X" where the "X" will be the course name and a link directly to the "Reviews" tab within the course details page.

I've finished a course, but it still says "In Progress" in my "Your Learning – Your Current Courses." How do I complete the course? 

Some
require
report



courses
you to
that you



NH DIVISION OF
Public Health Services

Improving health, preventing disease, reducing costs for all
Department of Health and Human Services



self-
have

completed the course. To do so, go to "Your Learning – Your Current Courses" and click the three dots icon (actions menu) to the left of the course name then click "Mark Completed." Some courses might have assessments, while others might ask you to enter a score manually.

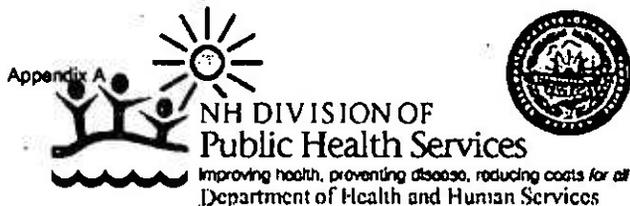
I've completed my course and it is no longer in "Your Learning – Your Current Courses" – Where did it go?
All completed courses are found in the "Your Transcript" page within "Your Learning." If you've completed the same course multiple times, it will be listed once. You are able to access your course completion history for a single course by clicking the clock icon to the left of the course name.

I've completed my course but I know that some modules are greyed out with a hammer and brick symbol on them. I'm unable to click on them. Have I completed my course and can exit?
The hammer and brick symbol are indicators that the module is under construction. Once you complete the sections that are available to you then you can select FINISH, it is noting your course completion, and you can exit out. You will need to close that window and return to the CDC Train where you'll have the option for the assessment.

The course is moving too fast and I can't take notes. I'm not sure how to move forward and backward in the course. I wish there was a pause button. Could you help me?
In the course window at the bottom left of the screen you have a play/pause button that you can use to play or pause the action in the screen at any time. Additionally, on the bottom right of the screen you have a forward and back button you can use to go back to a previous scene or move forward with a scene.

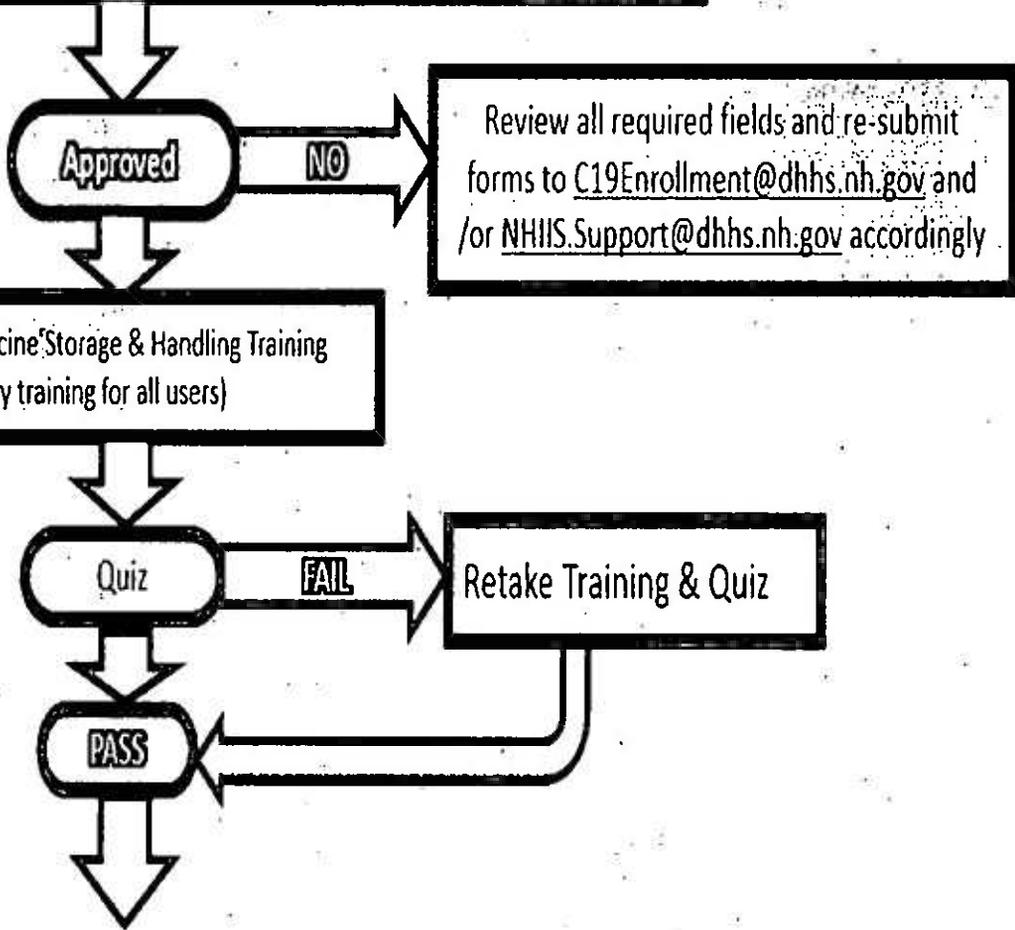
Additional Assistance

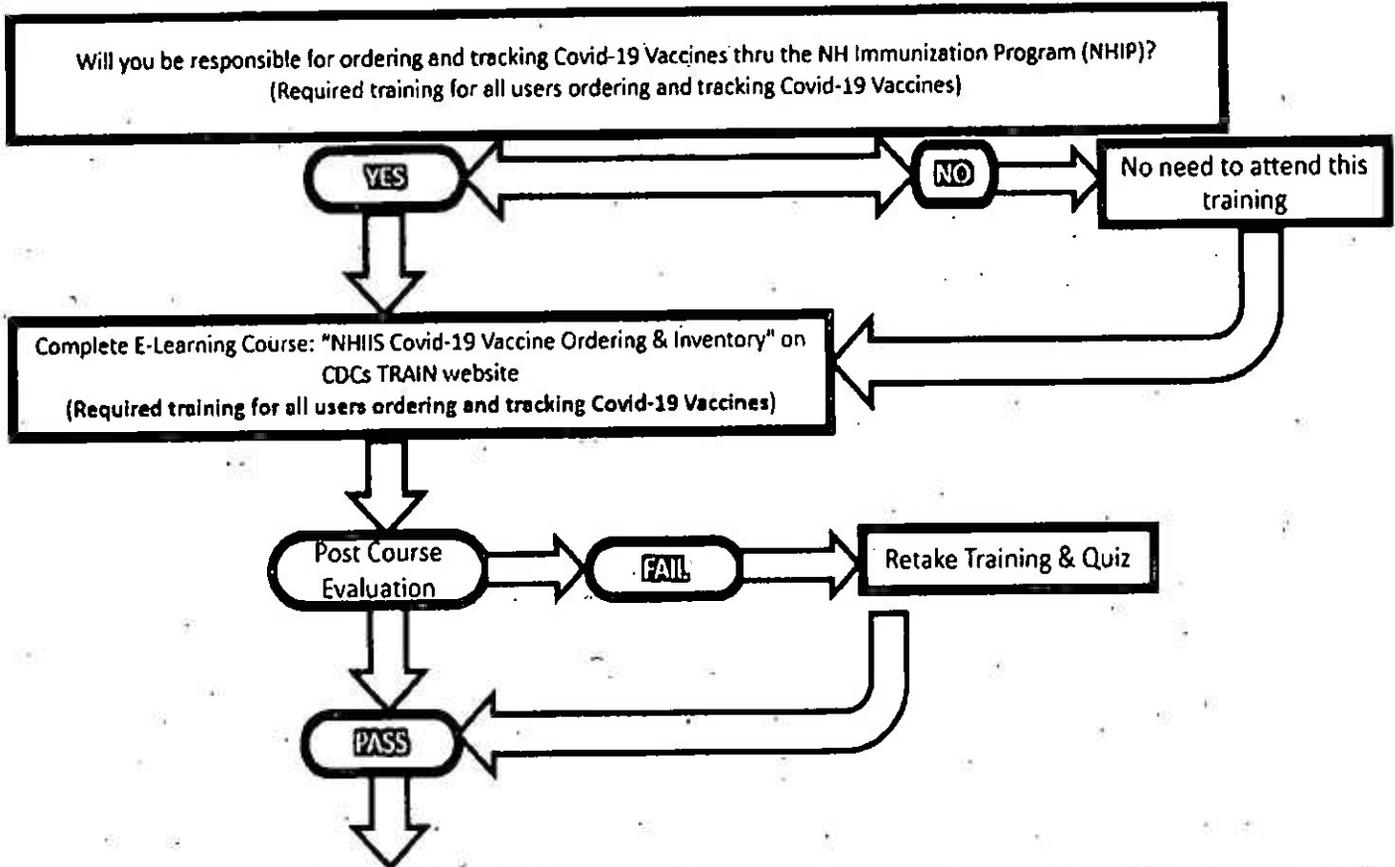
Purpose	Contact information
General public / patient inquiries	2-1-1
General partner inquiries (e.g. where are we in the allocation plan?)	Covidvaccine@dhhs.nh.gov
NH Immunization Information System (NHIIS) and Vaccine Finder, or other electronic documentation questions	NHIIS.Support@dhhs.nh.gov
Vaccine ordering questions or requests or other needs not addressed elsewhere	immunization@dhhs.nh.gov (for vaccine providers /technical questions only, general inquiries should go to covidvaccine@dhhs.nh.gov)
COVID-19 Vaccine Provider Agreements COVID-19 Provider On-boarding	C19enrollment@dhhs.nh.gov COVID19Onboarding@dhhs.nh.gov



Provider Agreement & Provider Information Worksheet

1. Return the Covid-19 Provider Agreement to NHIP for the facility/clinics administering COVID-19 Vaccines to C19Enrollment@dhhs.nh.gov
2. Return spreadsheet with facility and contact information to NHIS.Support@dhhs.nh.gov





- You will receive an Email from:
1. NHIIS.Support@dhhs.nh.gov - If you will be ordering/tracking Covid-19 vaccines.
 2. NHIIS access, if you will be scheduling and/or administering Covid-19 vaccines.
 3. Vaccine Finder - if you are the Organization point of contact on the Provider Agreement.

Appendix B - NH Immunization Section Workplan Template

Updated 8/23/21

Attachment 1: Sample Work Plan Template

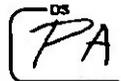
Contractor Name:

Submitted by:

Date:

Strategies	Activities	Time Frame	Responsible	Outcomes	Progress
Goal: To ensure greater equity and access to the Coronavirus Disease 2019 (COVID-19) vaccine to those disproportionately affected by COVID-19					
Strategies	Activities	Time Frame	Responsible	Outcomes	Progress
Objective 2. To ensure access to vaccination sites and appointments throughout the region served by using multiple types of locations and with flexible hours that are accessible to and frequented by the identified communities of focus.					
Strategies	Activities	Time Frame	Responsible	Outcomes	Progress
Objective 3. To address vaccine hesitancy and increase COVID-19 vaccine confidence through local level education, outreach, and partnerships.					

Table of Abbreviations for Responsibility Column is included at document end.

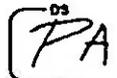


Appendix B - NH Immunization Section Workplan Template

Updated 8/23/21

Strategies	Activities	Time Frame	Responsible	Outcomes	Progress

Table of Abbreviations for Responsibility Column is included at document end.

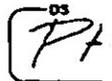


Appendix B - NH Immunization Section Workplan Template

Updated 8/23/21

Strategies	Activities	Time Frame	Responsible	Outcomes	Progress
Objective 4: To increase organizational data system infrastructure for the implementation of Immunization Information Systems (NH IIS) including developing and implementing successful pathways for Health Level 7 (HL7) messaging					
Objective 5. Establish systems to collect and report data on performance measures.					

Table of Abbreviations for Responsibility Column is included at document end.



Appendix B - NH Immunization Section Workplan Template

Updated 8/23/21

Strategies	Activities	Time Frame	Responsible	Outcomes	Progress
	•			•	
	•				
Objective 6: Develop sustainability plan to ensure project continuation following the end of grant funding					
6.1 Create COVID-19 Vaccination sustainability plan	<ul style="list-style-type: none"> • Research both state & national sustainability options • Write formal sustainability plan 			<ul style="list-style-type: none"> • Creation of funding options spreadsheet • Creation of sustainability plan 	

Table of Abbreviations for Responsibility Column is included at document end.

Appendix B - NH Immunization Section Workplan Template

Updated 8/23/21

Abbreviation Table

Abbreviation	Role Responsibility
PD	NH DHHS Project Director or designee
PI	Principal Investigator
PL	Project Lead
PF ECHO	Project Facilitator

Table of Abbreviations for Responsibility Column is included at document end.

