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

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

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May 29, 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 amend an existing contract with Foundation for Healthy Communities (VC#154533-B001), Concord, NH to continue to serve as the Administrative Lead Organization for the statewide Health Care Coalition for emergency preparedness, response, and recovery, by exercising a contract renewal option by increasing the price limitation by $1,307,035 from $5,423,436 to $6,730,471 and by extending the completion date from June 30, 2024 to June 30, 2026, effective July 1, 2024 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 29, 2022, item #32 and most recently amended with Governor and Council approval on January 18, 2023, Item #Late Item B.

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractor to continue to manage the statewide Health Care Coalition, which includes members from across the health care spectrum, including hospitals and hospital-based health systems, emergency medical services, long-term care facilities, primary care and specialty practices, behavioral and substance use disorders providers, state and local emergency management, and public health officials.

The Contractor will continue to enhance the healthcare sector's ability to effectively prepare for, respond to, and recover from emergencies. The Contractor provides training and technical assistance to its members and is integral to the Department's capability to coordinate the health care system during emergencies. The Contractor's activities allow the State to meet federal funding requirements related to health care sector emergency preparedness.

The Department will continue to monitor services by:

- Monthly time study reports, including time spent on each project and by facility type.

- Performance measures, as required by Assistant Secretary for Preparedness and Response.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, DHHS will not have an active health care coalition lead, which may limit the ability of the Department to respond to healthcare emergencies and jeopardize federal funding for healthcare preparedness.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.889, FAIN # U3REP190580

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

Respectfully submitted,

Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-94-940010-2465 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUND

100% Federal Funds

Foundation for Health Communities — Vendor # 154533-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	103-502507	Contracts for Operational Services	00FRF602PH9534A	$1,900,000	$0	$1,900,000
		Sub Total		$1,900,000	$0	$1,900,000

05-95-90-903010-26430000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ARP ELC STRIKE TM PROJ

Foundation for Health Communities — Vendor # 154533-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	90183556	$1,170,950	$0	$1,170,950
2023	102-500731	Contracts for Program Services	90183557	$1,122,486	$0	$1,122,486
		Sub Total		$2,293,436	$0	$2,293,436

05-95-90-903510-11130000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: PUBLIC HEALTH DIV, BUR EMERG PREP RESPONSE & RECOV, HOSPITAL PREPAREDNESS

Foundation for Health Communities — Vendor # 154533-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	$615,000	$0	$615,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	$615,000	$0	$615,000
2025	074-500589	Grants for Pub Asst and Relief	90077700	$0	$692,035	$692,035
2026	074-500589	Grants for Pub Asst and Relief	90077700	$0	$615,000	$615,000
		Sub Total		$1,230,000	$1,307,035	$2,537,035
			Overall Total	$5,423,436	$1,307,035	$6,730,471

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

This Amendment to the Administrative Lead Organization for Emergency Preparedness, Response and Recover Health Care Coalition 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 June 29, 2022, (Item #32), as amended on January 18, 2023 (Item #Late Item B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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, 2026

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

   $6,730,471

3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

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

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-6, Budget, Amendment #2.

5. Add Exhibit C-6, Budget Sheet – Amendment #2, which is attached hereto and incorporated by reference herein.

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

5/29/2024
Date

DocuSigned by:
Iain Watt
Name: Iain Watt
Title: Interim Director - DPHS

Foundation for Healthy Communities

5/29/2024
Date

DocuSigned by:
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

5/31/2024
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
Administrative Lead Organization for Emergency Preparedness, Response and Recovery Health Care Coalition

EXHIBIT B
Amendment #2

Scope of Services

1. Statement of Work

1.1. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.2. The Contractor shall serve as the Administrative Lead Organization (ALO) to oversee the statewide Health Care Coalition (HCC), which includes inviting members from across the health care spectrum, including, but not limited to:

1.2.1. Hospitals and hospital-based health systems.

1.2.2. Emergency medical services.

1.2.3. Long-term care facilities.

1.2.4. Primary care and specialty practices.

1.2.5. Behavioral and substance use disorders providers.

1.2.6. State and local emergency management.

1.2.7. Public health officials.

1.2.8. Culturally and linguistically appropriate health care services and providers

1.3. The Contractor shall conduct activities to improve the HCC's ability to perform the four (4) healthcare preparedness and response capabilities in accordance with the Hazard Vulnerability Analysis (HVA) referenced in Subparagraph 1.6.4 and the 2017-2022 Health Care Preparedness and Response Capabilities Planning Guide (CPG) self-assessment, which include:

1.3.1. Foundation for Health Care and Medical Readiness, including:

1.3.1.1. Maintaining a sustainable HCC that ensures the community's health care organizations and other stakeholders are coordinated in order to:

1.3.1.1.1. Identify hazards, risks, and needs.

1.3.1.1.2. Prioritize and address gaps through planning, training, exercising and managing resources.

1.3.1.1.3. Coordinate training and exercises, and procure resources, as needed and approved by the Department, to increase and maintain healthcare system readiness for high-threat infectious diseases, cybersecurity attacks, extended downtime incidents, and other all-hazard emergencies.

1.3.2. Health Care and Medical Response Coordination, including:

1.3.2.1. Collaborating with and assisting the HCC health care organizations, and integrating activities with the Emergency Support Function 8 (ESF-8) – Health & Medical to promote:

1.3.2.1.1. Sharing and analyzing of information.

1.3.2.1.2. Managing and sharing of resources.

1.3.2.1.3. Coordinating strategies to deliver medical care to all populations during emergencies and planned events.

1.3.3. Continuity of Health Care Service Delivery, including supporting health care organizations with:

1.3.3.1. Providing uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure.

1.3.3.2. Training and equipping health care workers to care for patients during emergencies.

1.3.3.3. Returning to normal or improved operations following response and recovery operations.

1.3.4. Medical Surge support, including:

1.3.4.1. Assisting health care organizations with delivering timely and efficient care to patients when demands for health care services exceed available supply by:

1.3.4.1.1. Coordinating information and available resources in order for members to maintain conventional surge response.

1.3.4.1.2. Incorporating medical surge planning into health care delivery systems, including but not limited to healthcare surge staffing plans and medical operations coordination cell (MOCC) plans, Emergency Medical Services (EMS), and HCC Emergency Operations Plans (EOPs); and

1.3.4.1.3. Supporting the health care delivery system transition back to timely conventional standards of care following an emergency.

1.4. HCC Governance and Administration

1.4.1. The Contractor shall maintain a core HCC membership of health care organizations as specified in Subsection 1.2 above.

1.4.2. The Contractor shall ensure the HCC has a Leadership Team (Strategic Advisory Committee) by inviting organizations that broadly represent the state's health care system partners, and must consist of diverse organizations within the coalition so that one type of organization does not unduly or unfairly influence coalition objectives and deliverablesincluding :

1.4.2.1. Hospitals;

1.4.2.2. Emergency Medical Services;

1.4.2.3. Emergency Management;

1.4.2.4. Public Health Agencies.

1.4.2.5. Behavioral health services

1.4.2.6. Office of Aging

1.4.2.7. Disabilities advocacy groups

1.4.3. The Contractor may choose to add additional health care-related organizations to the Leadership Team or change the representation of the Leadership Team.

1.4.4. The Contractor shall work with the Leadership Team to prioritize, identify and recruit additional HCC members, which may include:

1.4.4.1. Outpatient care centers.

1.4.4.2. Specialty care centers.

1.4.4.3. Long-term care facilities or organizations.

1.4.4.4. Additional functional entities that support acute healthcare service delivery, which may include:

1.4.4.4.1. Medical supply chain organizations.

1.4.4.4.2. Pharmacies.

1.4.4.4.3. Blood banks.

1.4.4.4.4. Clinical laboratories.

1.4.4.4.5. Federal health care organizations.

1.4.5. The Contractor shall assess the need for and conduct, as appropriate, the following planning activities with the HCC Leadership Team jointly with the Department:

1.4.5.1. Strategic plan for federal FY2024-2028 by December 31, 2024, and updated annually thereafter;

1.4.5.2. Gap analysis;

1.4.5.3. Jurisdiction information by December 31, 2024, and updated annually thereafter;

1.4.5.4. Participate in Risk assessment jointly with the Department

1.4.5.5. Hazard vulnerability assessment by December 31, 2024, and updated annually thereafter;

1.4.5.6. Readiness assessment by December 31, 2024,and updated annually thereafter;

1.4.5.7. Operational planning;

1.4.5.8. Assist the Department with the development of the information sharing plan updated annually;

1.4.5.9. Assist the Department in producing a supply chain integrity assessment, update annually thereafter;

1.4.5.10. Assist the Department with developing the resource management plan updated annually thereafter;

1.4.5.11. Assist the Department with developing the allocation of scarce resources plan in a timeline agreed upon with the Department and updated annually thereafter;

1.4.5.12. Assist the Department with a Workforce assessment by June 30, 2026;

1.4.5.13. Assist the Department with a Workforce readiness/resilience plan by June 30, 2026;

1.4.5.14. Cybersecurity assessment by June 30, 2025 and updated annually thereafter;

1.4.5.15. Support the Department in producing a cybsersecurity support plan by June 30, 2026.

1.4.5.16. Support the Department in producing an extended downtime healthcare delivery impact assessment by December 31, 2024 and updated annually thereafter;

1.4.5.17. Extended downtime support plan by June 30, 2026;

1.4.5.18. Assist the Department with the training and exercise plan by December 31, 2024 and updated annually thereafter;

1.4.5.19. Assist the Department to produce a medical surge support plan in a timeline agreed upon by the Department and updated annually thereafter,, including but not limited to:

1.4.5.19.1. Coalition-level annex to the base medical surge/trauma mass casualty response plans

1.4.5.19.2. Pediatric annex

1.4.5.19.3. Burn annex

1.4.5.19.4. Special Pathogens Annex

1.4.5.19.5. Radiation Annex

1.4.5.19.6. Chemical Annex

1.4.5.19.7. Plans must be updated annually

1.4.5.20. Continuity of Operations Plan (COOP),updated annually;

1.4.5.21. Patient movement plan in a timeline agreed upon with the Department and updated annually thereafter;

1.4.5.22. Assist the Department to produce a recovery plan by June 30, 2026 and updated annually thereafter;

1.4.5.23. Resource assessment; and

1.4.5.24. Collection of HCC member contact information, including:

1.4.5.24.1. Reviewing and updating HCC member contact information on a quarterly basis.

1.4.5.24.2. Distributing contact information to HCC members and partners, as appropriate.

1.4.5.24.3. Requesting all HCC members to sign a Letter of Commitment and Participation upon recruitment into the HCC.

1.4.6. The Contractor shall:

1.4.6.1. Maintain an HCC website, which shall include a membership inquiry link.

1.4.6.2. Schedule, plan, and conduct an annual statewide HCC conference and general meeting, as directed by the Department.

1.4.6.3. Prepare and distribute an HCC newsletter every six (6) months.

1.4.6.4. Provide HCC membership information in HCC newsletters and at HCC events.

1.4.7. The Contractor shall, as Administrative Lead Organization of the HCC, develop, maintain, and, as needed, modify an HCC governance structure and necessary processes and charters to execute activities related to health care

delivery system readiness and coordination, which shall include, but is not limited to:

1.4.7.1. Outlining how the HCC interfaces and coordinates with the ESF-8.

1.4.7.2. Developing membership, leadership and voting structures.

1.4.7.3. Establishing HCC rules and committees.

1.4.7.4. Determining orders of succession and delegations of authority for leadership continuity.

1.4.7.5. Continuity of Operations (COOP) planning.

1.4.8. The Contractor shall provide administrative management services to the HCC, which include:

1.4.8.1. Developing a meeting schedule and work plan for the HCC leadership team and committees.

1.4.8.2. Preparing and distributing HCC leadership team and committee meeting notices, agendas, minutes and special correspondence for the HCC leadership team and committees.

1.4.8.3. Coordinating logistics for HCC leadership team and committee meetings, training and educational programs, and conferences described herein, which includes, but is not limited to:

1.4.8.3.1. Planning.

1.4.8.3.2. Securing facilities.

1.4.8.3.3. Identifying and securing speakers.

1.4.8.3.4. Developing, receiving, and processing registrations.

1.4.8.3.5. Managing registrant check in.

1.4.8.3.6. Creating and providing agendas.

1.4.8.3.7. Recording minutes.

1.4.8.3.8. Marketing events.

1.4.8.3.9. Organizing event(s) onsite.

1.4.8.3.10. Developing, distributing, collecting, analyzing, and reporting on event evaluation forms.

1.4.9. The Contractor shall ensure HCC committee meeting discussion topics are focused on need, which may include, but is not limited to:

1.4.9.1. Preparedness Planning.

1.4.9.2. Functional Needs.

1.4.9.3. Exercise Development and Planning Team(s).

1.4.9.4. Resource Assessment.

1.4.9.5. Response Structure.

1.4.9.6. Information Sharing.

1.4.9.7. Public Information.

1.4.9.8. Clinical Engagement.

1.4.9.9. Centers for Medicare & Medicaid Services (CMS) Rule Activities.

1.4.9.10. Medical surge

1.4.9.11. Workforce development

1.4.10. The Contractor shall assist HCC members with securing other resources for the HCC.

1.4.11. The Contractor shall identify one (1) partner hospital or healthcare organization to co-lead the HCC to assist and support the Contractor with the HCC Governance and Administration functions above.

1.5. HCC Work Plan

1.5.1. The Contractor shall develop a draft HCC Work Plan for the services in this contract that must include, but is not limited to, anticipated completion dates, and submit the HCC Work Plan to the Department no later than 30 days after the Contract Effective Date or in a timeline to meet federal requirements if less than 30 days.

1.5.2. The Contractor shall, upon the Department receiving the annual award from ASPR, which may include new federal guidance, update the draft HCC Work Plan and anticipated completion dates accordingly utilizing the ASPR HCC Work Plan template to be provided by the Department and submit for final Department approval.

1.5.3. Within 30 days of request by the Department, the Contractor shall upload the final HCC Work Plan, subject to Department approval, via a mechanism that ASPR or the Department provides.

1.6. Preparedness and Response Planning

1.6.1. The Contractor shall align HCC planning with ASPR guidance (including the 2024-2028 Hospital Preparedness Program Notice of Funding Opportunity, the 2017-2022 Health Care Preparedness and Response Capabilities and Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations.

1.6.2. The Contractor shall review and update the HCC Governance document and the Preparedness Plan by December 31, 2024 and annually thereafter, which includes:

1.6.2.1. Ensuring updates meet all U.S. Department of Health and Human Services ASPR requirements.

1.6.2.2. Incorporating information that supports and promotes the procurement of regional personal protective equipment (PPE) that meets ASPR requirements.

1.6.3. The Contractor shall review and update the HCC Response Plan on an annual basis no later than June 30th of each year. The Contractor shall:

1.6.3.1. Ensure updates meet all ASPR requirements and upload the Response Plan to the ASPR or Department provided reporting mechanism;

1.6.3.2. Develop an annex to the HCC Response Plan, as requested by the Department, and in accordance with ASPR guidance; and

1.6.3.3. Update the Crisis Standards of Care Concept of Operations into the HCC Response Plan annually

1.6.4. The Contractor shall update the HCC Governance Document, the Jurisdiction Information, Readiness Assessment, Hazard Vulnerability Assessment (HVA), Strategic Plan for federal FY 2024-2028, Training and exercise plan, and the readiness plan by December 31, 2024 and update annually thereafter. The contractor shall:

1.6.4.1. Ensure updates meet all ASPR requirements and upload the governance document into the ASPR or Department provided reporting mechanism(s)

1.6.5. The Contractor shall participate in the Department's risk planning efforts by:

1.6.5.1. Completing an annual HVA to identify risks and impacts and that meets ASPR requirements with the first HVA completed by December 31, 2024.

1.6.5.2. Uploading the completed HVA to the ASPR or Department provided reporting mechanism(s) by December 31, 2024 and annually thereafter.

1.6.5.3. Ensuring healthcare preparedness and response activities conducted under this Agreement address:

1.6.5.3.1. A hazard or risk identified in the HVA;

1.6.5.3.2. An identified gap; or

1.6.5.3.3. An activity identified during a corrective action process.

1.6.6. The Contractor shall support the Department's volunteer management activities, which includes:

1.6.6.1. Ensuring HCC members work together to manage staffing resources, including volunteers, within hospitals and other health care settings, which may include:

1.6.6.1.1. Identifying situations that would require supplemental staffing in hospitals and leverage existing hospital and health system staff sharing agreements and resources, to include volunteers.

1.6.6.1.2. Assisting the Department in developing rapid credential verification processes to facilitate emergency response.

1.6.6.1.3. Assisting the Department with identifying and addressing, to the extent possible, volunteer liability, licensure, workers compensation, scope of practice, and third-party reimbursement issues that may deter volunteer use.

1.6.6.1.4. Leveraging existing government and non-governmental volunteer registration programs to identify and staff health care-centric roles during acute care medical surge response events including, but not limited to, Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) and Medical Reserve Corps (MRC) personnel.

1.6.6.1.5. Assist the Department with writing a medical surge staffing annex to the State medical surge base plan

1.6.6.1.6. Incorporating the use of volunteers to support acute care medical surge response training, drills, and exercises throughout the term of this Agreement.

1.7. Resource Management and Information Sharing

1.7.1. The Contractor shall:

1.7.1.1. Update and maintain a resource inventory of items purchased with HPP federal funding that may be coordinated and shared in an emergency.

1.7.1.2. Query members promptly when requested by ESF-8 to ascertain resources available during an event or emergency.

1.7.1.3. Ensure the capability exists to track and share information with HCC members during emergencies.

1.7.1.4. Assist the Department in implementing and training HCC membership in the use of a Healthcare Incident Management System (HIMS).

1.7.1.5. Purchase equipment as funding allows that supports medical surge needs, mass fatality needs, all-hazard planning preparedness and response needs as directed by the Department and eligible for purchase under the grant.

1.7.2. The Contractor shall complete and upload ASPR's Essential Elements of Information (EEI) template to the ASPR or Department provided reporting mechanisms in accordance with ASPR requirements to be determined.

1.8. National Incident Management System (NIMS)

1.8.1. The Contractor shall promote and support the implementation of NIMS among HCC members, including:

1.8.1.1. Facilitating operational coordination with public safety and emergency management organizations during an emergency using an incident command structure.

1.8.1.2. Assisting HCC members with incorporating NIMS components into their EOPs.

1.8.2. The Contractor shall ensure HCC leadership team members have opportunities to be trained on NIMS by:

1.8.2.1. Evaluating HCC leadership team members' existing NIMS education levels and training needs.

1.8.2.2. Providing all HCC members with links to Emergency Management Institute Independent Study courses.

1.8.2.3. Disseminating information on local NIMS course offerings to all HCC members through newsletters and training updates, as appropriate.

1.8.2.4. Ensuring the leadership team chair and co-chair have completed ICS 100, ICS 200, ICS 700, ICS 800 within 1 year of appointment

1.8.2.5. Recruiting up to nine (9) HCC members to attend the HCC Response Leadership Course, offered by the Center for Domestic Preparedness (CDP), as available, and submitting course applications to the CDP after review and approval by the

Department. Participants from the HCC should include representatives from the following disciplines:

1.8.2.5.1. Hospital Leaders (2 participants);

1.8.2.5.2. Emergency Medical Services Leaders (2 participants);

1.8.2.5.3. Emergency Management Leaders (2 participants);

1.8.2.5.4. Public Health Agency Leaders (2 participants); and

1.8.2.5.5. A leader representing any of the coalition's member organizations (1 participant); and

1.8.2.5.6. At least one of the above nine (9) participants must be a nurse or physician.

1.8.3. The Contractor shall support the Health Care System's ability to establish immediate bed availability (IBA) of not less than 20%. The Contractor shall:

1.8.3.1. Engage HCC members in evacuation, transportation and relocation planning and execution during exercises and real incidents.

1.8.3.2. Ensure the annual Medical Response Surge Exercise (MRSE) meets ASPR requirements, including recruiting non-hospital partners to participate in the annual MRSE.

1.8.3.3. Disseminate templates, guides, or other aids to enhance facility-level planning.

1.8.3.4. Assist in regional evacuation, transportation and relocation planning initiatives, as appropriate.

1.8.4. The Contractor shall:

1.8.4.1. Participate in the Department's Training and Exercise Planning Workshop (TEPW) on an annual basis to develop a Homeland Security Exercise and Evaluation Program (HSEEP)-compliant Integrated Preparedness Plan (IPP), formerly referred to as a Multi-Year Training and Exercise Plan (MYTEP).

1.8.4.2. Conduct additional exercises that may include, but are not limited to:

1.8.4.2.1. Medical response and surge exercise annually and submit the MRSE exercise reporting tool by June 30th annually

1.8.4.2.2. One (1) patient movement exercise within one year of submitting the patient movement plan

1.8.4.2.3. Federal patient movement exercise once every three years, or as required by other cooperative agreements/programs

1.8.4.2.4. All exercise reporting documents shall be uploaded into the ASPR or Department provided reporting mechanisms within the timelines provided by ASPR

1.8.4.2.5. Other exercises, as requested by the Department, in accordance with ASPR guidelines.

1.8.5. The Contractor shall fully support the State Training and Exercise Program (STEP), which includes, but is not limited to:

1.8.5.1. Distributing a State-generated training/needs assessment.

1.8.5.2. Including the STEP link in newsletters and emails.

1.8.5.3. Encouraging inclusion at HCC trainings and meetings.

1.8.5.4. Ensuring individuals who participate in educational and training programs receive continuing education credits, when appropriate.

1.8.5.5. Educating stakeholders on the HCC.

1.8.5.6. Participating in STEP workgroups as requested by the Department.

1.8.6. The Contractor shall:

1.8.6.1. Ensure the HCC assists in the dissemination and coordination of information sharing to HCC members and others, as directed by ESF-8.

1.8.6.2. Support emergency public information coordination by:

1.8.6.2.1. Supporting efforts to collect and disseminate emergency public information as requested by NH DHHS.

1.8.6.2.2. Coordinating training or education in crisis and emergency risk communication as available.

1.8.6.2.3. Promoting the use of the NIMS Joint Information System (JIS) or Center (JIC) during large-scale emergencies or incidents.

1.8.6.2.4. Participating in current and future federal health care situational awareness initiatives.

1.8.6.2.5. Providing Public Information Officer training, as needed, to HCC members who are designated to act in this capacity. Training must include Crisis and Emergency Risk Communications training.

1.8.6.2.6. Engaging HCC members and facilitating interactions with ESF-8 and other response partners or activating during emergencies that have the potential to impact the health care delivery system or the public's health.

1.8.6.2.7. Providing technical assistance to healthcare organizations on the Juvare EMResource platform

1.8.6.2.8. Developing tools and offering technical assistance to members in order to improve emergency preparedness and meet federal preparedness requirements, which may include but is not limited to:

1.8.6.2.8.1. Process flow.

1.8.6.2.8.2. System Diagram Tools.

1.8.6.2.8.3. Developing templates.

1.8.6.2.9. Developing annual action plans with committees including background research on model practices in order to assist with the identification of strategic approaches to meet the ASPR capabilities.

1.8.7. The Contractor shall:

1.8.7.1. Participate in the development of after action report(s) and improvement plans in coordination with the Department in response to all-hazard events with public health or healthcare impacts that integrates at-risk populations as directed by the Department.

1.8.7.2. Support the administration of the statewide Healthcare Information Management System (HIMS) by:

1.8.7.2.1. Maintaining State Administrator access to the statewide healthcare information management system (HIMS), which may include but is not limited to EMResource, eICS, EMSupply, EMTrack, and CORES Health Alert Network (HAN);

1.8.7.2.2. Providing technical assistance and training to HCC members on HIMS suite as needed and as appropriate; and

1.8.7.2.3. Supporting the implementation of the statewide HIMS suite of products in healthcare facilities and public health agencies, as appropriate.

1.8.8. The Contractor shall obtain de-identified data from the U.S. Department of Health and Human Services' emPOWER Program during real world events or as necessary for part of the plan develop processesin order to identify populations with unique health care needs.

1.8.9. The Contractor shall provide financial management services to the HCC, which includes, but is not limited to:

1.8.9.1. Developing and submitting annual budgets for Department approval within 30 days of Department request.

1.8.9.2. Uploading a copy of the final HCC budget into the Department or ASPR providing reporting mechanism and to the Department no later than 30 days after the Department receives the ASPR Notice of Federal Award.

1.8.9.3. Collecting the necessary data or documentation of coalition activities to assist the Department in preparing applications for federal funds.

1.8.9.4. Documenting in-kind support to the HCC and cost sharing for activities using more than one source of funds that meet ASPR requirements.

1.8.9.5. Ensuring Hospital Preparedness Program (HPP) funding is utilized, in accordance with federal, state, and ASPR grant requirements, only for program purposes and allowable costs, which may include, but are not limited to:

1.8.9.5.1. Personnel.

1.8.9.5.2. Travel.

1.8.9.5.3. Supplies.

1.8.9.5.4. Equipment

1.8.9.5.5. Services.

1.8.9.6. Ensuring HPP funding is not utilized for any non-allowable costs, in accordance with federal, state, and ASPR grant requirements.

1.9. Additional Requirements

1.9.1. The Contractor shall provide the necessary staff to perform all functions, requirements, roles and duties as specified in this Agreement, and support the HCC. Staff shall have subject matter expertise in the areas of:

1.9.1.1. Healthcare system and emergency preparedness;

1.9.1.2. Response and recovery; and

1.9.1.3. Administrative and financial management services.

1.9.2. The Contractor shall provide the following minimum required positions:

1.9.2.1. One (1) full-time equivalent (FTE) HCC Director to provide strategic direction and leadership to the HCC, including:

1.9.2.1.1. Establishing a governance structure.

1.9.2.1.2. Supervising the HCC Readiness and Response Coordinator position as identified in 1.10.2.2.2 below.

1.9.2.1.3. Recruiting and retaining HCC membership.

1.9.2.1.4. Monitoring the implementation of the requirements of this Agreement, including keeping up-to-date on federal and state requirements.

1.9.2.1.5. Managing all HCC-related administrative tasks including internal and external financial and program reporting requirements.

1.9.2.1.6. Providing technical assistance to HCC members, as needed.

1.9.2.1.7. Establishing and maintaining timely communication and education with all project stakeholders.

1.9.2.2. Two (2) positions, which combined shall be a minimum of one (1) FTE, including:

1.9.2.2.1. One (1) Clinical Advisor who shall:

1.9.2.2.1.1. Be a clinically-active physician, advanced practice provider, or registered nurse.

1.9.2.2.1.2. Provide clinical input to the HCC.

1.9.2.2.1.3. Be the liaison between the coalition and medical leadership at healthcare facilities, supporting entities, and EMS agencies.

1.9.2.2.1.4. Review and provide input on HCC plans, exercises, and educational activities to ensure clinical accuracy and relevance.

1.9.2.2.1.5. Act as an advocate and resource for other clinical staff to encourage their involvement and participation in HCC activities.

1.9.2.2.1.6. Have knowledge of medical surge issues and basic familiarity with Chemical, Biological, Radiological, Nuclear, and Explosives

(CBRNE), trauma, burn, and pediatric emergency response principles.

1.9.2.2.1.7. Review and update HCC as requested by the Department and/or as needed to comply with federal guidance and requirements, including, but not limited to, appropriate patient distribution and re-distribution.

1.9.2.2.1.8. Identify subject matter experts who are available locally to provide consultation and support to receiving specialty hospitals regarding patient transfer prioritization in specialty surge mass casualty situations; and

1.9.2.2.1.9. Review and provide input on crisis standards of care planning and education.

1.9.2.2.2. One (1) HCC Readiness and Response Coordinator who shall:

1.9.2.2.2.1. Facilitate the planning, training, exercising, operational readiness, financial sustainability, evaluation, and ongoing development of the HCC;

1.9.2.2.2.2. Ensure that the HCC meets all HPP performance measures and benchmarks with special attention to the HCC response plans, roles, and operations;

1.9.2.2.2.3. Lead, participate in, or support the response activities of the HCC according to response plans; and

1.9.2.2.2.4. Identify and engage community leaders in health care preparedness planning and exercises, which may include, but are not limited to businesses, charitable organizations and the media to promote the resilience of the entire community.

1.9.3. The Contractor shall:

1.9.3.1. Attend Technical Assistance sessions, as requested by the Department.

1.9.3.2. Attend regular meetings with the Department, as requested, to review progress toward meeting contract deliverables.

1.9.3.3. Prepare information and materials for the Department, including, but not limited to, information on in-kind and leveraged funds.

1.9.3.4. Collect, analyze and report program data to the Department, as requested.

1.9.3.5. Facilitate file reviews conducted by the Department, as needed, upon Department request.

1.9.3.6. Ensure staff participate in emergency preparedness, response and recovery trainings as needed to comply with federal requirements.

1.10. Reporting and Deliverables

1.10.1. In connection with the performance of this Agreement, the Parties will not exchange any confidential information of any type, including but not limited to:

1.10.1.1. Protected health information (PHI) as defined in Health Insurance Portability and Accountability Act (HIPAA);

1.10.1.2. Personally identifiable information (PII); and

1.10.1.3. Any type of information that may be used to determine, distinguish or trace an individual's identity.

1.10.2. The Contractor shall assist the Department with developing an Annual Progress Report representing the previous budget period and a Mid-Year Progress Report representing the first six months of the new budget period and will submit the reports to the Department on set dates as determined by the Department.

1.10.3. The Contractor shall submit documentation annually that supports a 10% in-kind matching contribution of the full base HPP award, from HCC members, to the Department no later than July 30th of each year during the Agreement period.

1.10.4. The Contractor shall validate actual match for the previous budget period and submit documentation to the Department, as requested, no later than June 30th each year of the Agreement period.

1.10.5. The Contractor shall submit documentation of cost sharing for activities utilizing more than one (1) funding source to the Department no later than June 30th each year of the Agreement period.

1.10.6. The Contractor shall develop and submit an Annual Report to the Department for approval no later than June 30th each year, or on an otherwise

agreed upon date. The Annual Report shall outline HCC activities and outcomes, including, but not limited to:

1.10.6.1. HCC membership overview.

1.10.6.2. HCC leadership team focus areas.

1.10.6.3. Planned or real events that impacted HCC members.

1.10.6.4. Documentation of ASPR performance measures.

1.10.6.5. Overview of ASPR capabilities and HCC involvement in accomplishing related goals.

1.10.6.6. Overview of past or future trainings, exercises and drills.

1.10.6.7. Additional topics, as requested by the Department.

1.10.7. The Contractor shall ensure the Annual Report is available to HCC Members no later than July 31st each year, or on an otherwise agreed upon date.

1.10.8. The Contractor shall develop and submit additional reports upon request by the Department.

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

1.11. Performance Measures

1.11.1. The Contractor shall collect and update Performance Measure data in in the ASPR or Department provided reporting mechanism twice per State Fiscal Year (July 1 – June 30), and prior to the reporting mechanisms closing dates, in accordance with ASPR requirements.

2. Exhibits Incorporated

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

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

3.3.1. 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 a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

4. Records

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

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

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

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

New Hampshire Department of Health and Human Services

Contractor Name: *Foundation for Healthy Communities*

Budget Request for: *Administrative Lead Organization for Emergency Preparedness, Response and Recovery Health Care Coalition*

Budget Period: *7/1/2024-6/30/2026*

Average Indirect Cost Rate (If applicable) 9%

Line Item	Program Cost - Funded by DHHS - SFY 25 $692,035	Budget Narrative Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.	Program Cost - Funded by DHHS - SFY 26 $615,000	Budget Narrative Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.
1. Salary & Wages	$330,000		$339,900	
2. Fringe Benefits	$80,000		$80,000	
3. Consultants				
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200*	$77,535		$500	
5.(a) Supplies - Educational				
5.(b) Supplies - Lab				
5.(c) Supplies - Pharmacy				
5.(d) Supplies - Medical				
5.(e) Supplies - Office	$1,500		$1,500	
6. Travel	$22,000		$22,000	
7. Software	$8,000		$8,250	
8. (a) Other - Marketing/Communications	$40,000		$40,000	
8. (b) Other - Education and Training	$2,500		$2,500	
8. (c) Other - Other (specify below)				
Subcontracts	$42,836		$31,986	
Rent	$14,500		$15,000	
Telephone	$6,000		$6,200	
Postage	$300		$300	
Audit	$11,000		$11,000	
Other (please specify)				
Other (please specify)				
9. Subrecipient Contracts				
Total Direct Costs	$636,171		$559,136	
Total Indirect Costs	$55,864		$55,864	
	8.78%		9.99%	
Subtotals	$692,035		$615,000	
			TOTAL	$1,307,035

Number of Projected Sub-Contracts

Contractor Initials PA

Date 5/29/2024

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.

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

NEWHAMP-02 BLAMBERT1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/31/2024

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

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

PRODUCER License # 1780862
HUB International New England
275 US Route 1
Cumberland Foreside, ME 04110

CONTACT NAME: Gabe Reissman
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: gabe.reissman@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Twin City Fire Insurance Company	29459
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Hampshire Hospital Assoc.
The Foundation for Healthy Communities
Attn: Linda Levesque
125 Airport Road
Concord, NH 03301

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	X		08SBAVW2923	6/22/2024	6/22/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X		08SBAVW2923	6/22/2024	6/22/2025	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		08WECIV5293	6/22/2024	6/22/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Foundation *for*
Healthy Communities

Foundation for Healthy Communities

Mission Statement

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

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

BerryDunn

Foundation *for*
Healthy Communities

FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

and

FEDERAL REPORTS IN ACCORDANCE WITH UNIFORM GUIDANCE

December 31, 2023 and 2022

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Foundation for Healthy Communities

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Foundation for Healthy Communities (Foundation), which comprise the statements of financial position as of December 31, 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.

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.

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

	2023	2022
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	10,006	10,450
Total current assets	2,827,070	1,890,051
Grants receivable, net	450,000	-
Investments	1,084,967	894,462
Total assets	$ 4,362,037	$ 2,784,513
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	20,324	8,943
Total current liabilities and total liabilities	1,068,846	813,620
Net assets		
Without donor restrictions		
Operating	1,516,413	1,117,847
Internally designated	453,978	586,160
Total without donor restrictions	1,970,391	1,704,007
With donor restrictions	1,322,800	266,886
Total net assets	3,293,191	1,970,893
Total liabilities and net assets	$ 4,362,037	$ 2,784,513

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				
	Operating	Internally Designated	Total	With Donor Restrictions	**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	328,021	(328,021)	-	-	**-**
Total revenues	7,838,509	(132,182)	7,706,327	1,055,914	**8,762,241**
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	255,471	-	255,471	-	**255,471**
Total expenses	7,601,276	-	7,601,276	-	**7,601,276**
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	161,333	-	161,333	-	**161,333**
Total change in net assets	398,566	(132,182)	266,384	1,055,914	**1,322,298**
Net assets, beginning of year	1,117,847	586,160	1,704,007	266,886	**1,970,893**
Net assets, end of year	$ 1,516,413	$ 453,978	$ 1,970,391	$ 1,322,800	**$ 3,293,191**

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	177,531	(177,531)	-	-	-
Total revenues	14,401,873	206,844	14,608,717	76,327	14,685,044
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	231,498	-	231,498	-	231,498
Total expenses	14,223,668	-	14,223,668	-	14,223,668
Change in net assets from operations	178,205	206,844	385,049	76,327	461,376
Net realized and unrealized loss on investments	(197,870)	-	(197,870)	-	(197,870)
Total change in net assets	(19,665)	206,844	187,179	76,327	263,506
Net assets, beginning of year	1,137,512	379,316	1,516,828	190,559	1,707,387
Net assets, end of year	$ 1,117,847	$ 586,160	$ 1,704,007	$ 266,886	$ 1,970,893

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

	2023	2022
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	11,381	(167)
Net cash provided by operating activities	931,448	154,399
Cash flows from investing activities		
Net purchases of investments	(29,172)	(9,655)
Net increase in cash and cash equivalents	902,276	144,744
Cash and cash equivalents, beginning of year	663,411	518,667
Cash and cash equivalents, end of year	$ 1,565,687	$ 663,411

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

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.

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.

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 and administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

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

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:

	2023	2022
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	(1,322,800)	(266,886)
Financial assets available at year end for current use to meet general expenditures	$ 2,575,253	$ 1,921,017

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.

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.

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

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.

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:

	2023	2022
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	3,292	3,407
Total program services	7,169,523	13,926,961
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	2,194	2,271
Total general and administrative	431,753	296,707
	$ 7,601,276	$ 14,223,668

SUPPLEMENTARY INFORMATION

FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2023

Federal Program	Federal AL Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of the Treasury				
Direct programs:				
Coronavirus State and Local Fiscal Recovery Funds	21.027		$ 323,159	$ 1,711,479
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

Federal Program	Federal AL Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
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	116,993	307,228
Total U.S. Department of Health and Human Services			1,757,782	3,898,103
Total expenditures of federal awards			$ 2,080,941	$ 5,609,582

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.

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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 an 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

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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.

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.

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 Dunn 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?	x yes	____ no
Significant deficiency(ies) identified not considered to be material weaknesses?	____ yes	x none reported
Noncompliance material to financial statements noted?	____ yes	x no

Federal Awards

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

Identification of Major Programs

AL Number(s)	Name of Federal Program or Cluster
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?	x 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, ***ex officio***	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

JN

J. SCOTT NICHOLS

PROFESSIONAL SUMMARY

Experienced Director with a diverse background and forged skillset in the fields of real-world emergency preparedness, tactical and strategic decision making, personnel management, creative problem solving, and relationship building.

SKILLS

- Leadership
- Training Development
- Effective Communicator
- Strategic Planning
- Project Management
- Policy Development
- Personnel Mentoring and Development
- Negotiation Skills and Team building

EXPERIENCE

Senior Director, Granite State Health Care Coalition,
Dec 2017 – Current (On-call for emergencies, otherwise Monday – Friday 7am – 3pm)

- Create, build, implement and sustain a statewide healthcare coalition building readiness, and resilience across the healthcare continuum for all-hazard emergencies, including providing direct assistance during real-world events..
- Provided strategic and tactical support and guidance to State Emergency Support Function 8-Health and Medical (NH Dept of Health and Human Services) during COVID-19 response.
- Assist, educate, and aid healthcare entities in maintaining their Centers for Medicaid and Medicare Services (CMS) and State of New Hampshire licensing certification regulations.
- Establish, convene, and facilitate peer support groups, and focus groups addressing real-world events and on-going healthcare concerns through exercising, identifying areas for improvement, and implementing improvement planning solutions.
- Mentor, coach, and supervise health care coalition staff.
- Instruct healthcare organizations through seminars, workshops and on-going technical assistance on emergency operation plan writing, state and federal compliance, and maintenance.
- State Administrator in Juvare, which consists of a suite of web-based situational awareness products designed to respond to real-world events for incident command, bed availability tracking, patient management, and warehouse operations. Includes training new members and daily monitoring of resources.
- Direct and conduct yearly exercises and drills to evaluate plans, policies, and procedures at the local, state, and regional levels to include design, implementation, evaluation and documentation of strengths and areas for improvement. This includes local, state, and regional healthcare areas, emergency management, emergency medical services, and government entities.
- Instruct and teach Incident Command System principles for healthcare entities based on real-world experience as an Incident Commander and working in various command positions in emergency operation centers.
- Conduct yearly hazard vulnerability analysis (HVA) prioritizing greatest threats and develop mitigation actions at both the state and healthcare facility levels.
- Expand coalition partnerships through active recruiting and engagement of

internal and external healthcare, hospital, public health, EMS, and emergency management stakeholders.
- Manage multiple federal and state projects including reporting tracking, and timeline development.

Emergency Management Trainer, NH Homeland Security and Emergency Management,
Aug 2015 - Dec 2017 (29.5 hours per week, Monday – Friday 8am – 4:15pm)

- Conduct, write, and present comprehensive physical security assessment reports focusing on access control, surveillance and alerting addressing soft target access points and staff and student response actions.
- Assist schools with individual All-Hazards Emergency Operations Plans through plan and policy development, plan review and providing technical assistance as requested.
- Enhance school response readiness to real-world events by developing and conducting training exercises for school and SAU staff for technological, natural, and human caused events such as flooding, fires, and active shooters.
- Orchestrate, manage, and present at seminars, workshops, and conferences as a subject matter expert on emergency operations plan writing and security concepts.
- Worked various roles in the state emergency operations center for real-world events and yearly exercises and drills.
- Civilian Response to Active Shooter (CRASE) and Alert, Lockdown, Inform, Evacuate (ALICE) instructor having instructed to schools and businesses.
- Conduct pre-employment background investigations and interviews.
- Command experience in local, and state emergency operation center operation during weather events, facility failure, public health incidents, and high-treat incidents.

Regional Catastrophic Planner, City of Boston Mayor's Office of Emergency Management,
Sep 2011 - Jul 2015 (40 hours per week, Monday – Friday 7am – 3:30pm)

- Wrote governance and facilitated a Regional Mass Care Working group with the six New England States to help them communicate and develop processes to address needs and share resources during a mass care response.
- Project Lead or Co-Lead for New England regional plans for Mass Care and Sheltering, Disaster Housing, Evacuation, Cyber Disruption Response, Commodities Distribution, and All-Hazards Response.
- NH Project Manager for a statewide emergency preparedness campaign which included television and radios ads. As part of this project, we updated and rebranded the ReadyNH.gov website.
- Developed Requests for Proposals (RFP's) for projects, conducted contractor interviews, set deadlines, set budget, and tracked expenses.
- Conducted briefings and meetings with federal, state, and local governmental and non-governmental agencies on project developments, expense allocation, and deadline tracking.

Police Lieutenant, Concord New Hampshire Police Department,
Dec 1988 - Jul 2011(hours varied by rotating shifts, 40 hours per week, 4 days on and 2 days off per week)

- Developed, administered, and evaluated public health and emergency preparedness plans, exercises, and drills for governmental and non-governmental agencies.
- Supervision, development, mentoring, and motivation of first line supervisors.
- Mediation of personnel issues including discipline, receiving and investigation of personnel complaints.
- Incident Command System Instructor and Trainer for City of Concord and NH Police Academy.
- Grant writing, grant compliance and tracking. Including research and administration of grants.

- Statistical crime and analytical analysis to include crime forecasting and trending to comply with FBI requirements and in response to government and community requests.

- Policy writing and budget preparation.
- Conducted and administered community policing meetings to address community issues for the department and in collaboration with other city departments as well as community stakeholders.
- Developed design build Request for Proposals using competitive bid process.
- Co-authored statewide Smallpox response plan in 2004.

EDUCATION

MBA, Leadership
Franklin Pierce College

BS, Business Management
Franklin Pierce College

AWARDS

2023 NH Public Service Award from Bi-State Primary Care

VOLUNTEER

NH Highland Games

Miss TEEN NH

Future In Sight

SHAYLIN M. LIPMAN

PROFESSIONAL EXPERIENCE

Foundation for Healthy Communities, Granite State Health Care Coalition- Concord, NH
Program Coordinator- January 2018-Present

- Works with HCC Director and Exercise and Training Officer to monitor implementation of HCC contract including keeping abreast of federal and state requirements.
- Provides technical assistance to HCC members and partners.
- Maintains accurate and up-to-date contact information for HCC membership.
- Prepares and distributes meeting announcements, agendas, minutes and correspondence for a variety of groups as needed.
- Works with subcontractors/ vendors as needed.
- Manages all administrative tasks related to the project including internal and external financial and program reporting requirements.
- Establishes and maintains timely communication and education with all project stakeholders including newsletters and other information dissemination.
- Organizes all GSHCC Annual Meeting and GSHCC Conference Logistics.
- Composes HCC plans and annexes in collaboration with subject matter experts and partners.

Worcester Division of Public Health, Department of Health and Human Services- Worcester, MA
Regional Hospital Coordinator- October 2016- January 2018

- Provided technical assistance to Region 2 Health and Medical Coordinating Coalition (HMCC) members with a primary focus on hospitals and healthcare organizations.
- Served as liaison between the Massachusetts Department of Public Health (MDPH) and the ten hospitals, and additional healthcare facilitates, located within Region 2.
- Served as 24/7 Duty Officer and emergency contact for Central Massachusetts Regional Public Health Alliance (CMRPHA) as well as all healthcare facilities in Region 2.
- Attended all emergency preparedness meetings, trainings, and exercises throughout the region and the state as required.
- Coordinates and facilitates all Healthcare Emergency Management Committee Meetings, including preparing meeting agendas and distributing meeting minutes.
- Monitored and ensured completion of Hospital Preparedness Program (HPP) grant requirements and deliverables including creating the Budget Period 1 (Fiscal Year 2018) work plan and budget.
- Supported regional health and medical emergency preparedness planning initiatives.
- Supported hospitals and healthcare facilities as required during disasters and public health emergencies including disseminating timely situational awareness statements and collecting pertinent facility operational status updates.
- Performed site visits to hospitals to ensure emergency plans and policies align with state and federal guidelines.
- Built and maintained relationships with local and state partners.
- Completed 2017 Regional Hospital Hazard Vulnerability Analysis (HVA).
- Composed and amended the Worcester Division of Public Health/ CMRPHA Emergency Operations Plan.

Big Brothers Big Sisters of New Hampshire- Nashua, NH
Enrollment and Matching Supervisor- April 2015- October 2016

- Interviewed, assessed, and determined potential volunteer eligibility with child safety as top priority in the Big Brothers Big Sisters mentoring program.
- Coordinated and led volunteer group trainings pertaining to guidelines, rules, and child safety.
- Coordinated background check processes for potential volunteers.
- Matched volunteers with children facing adversity in the Greater Nashua area.

Citizen Schools- Boston, MA
Human Resources Assistant/ Emergency Management Contractor- December 2012- March 2015

- Composed regional, nationwide, and local Emergency Operation Plans for Citizen Schools.
- Led assessment, audit, and evaluation of current partner school Emergency Action Plans for twenty-nine schools in seven states across the nation.
- Managed all filing systems and various online databases.

Psychological First-Aid Trainer for City Year New York- New York, NY- August 2013- December 2013

- Trained over 250 AmeriCorps City Year members working with New York City youth post Hurricane Sandy on coping strategies and trauma response in schools.

Riverside Community Care- Needham, MA
Crisis Counselor, Crisis Counseling Assistance and Training Program Grant- August 2011-July 2012

- Outreached to survivors beginning three months after the federally declared June 1, 2011 tornado.
- Provided affected families and individuals with referrals to resources, coping skills, and disaster preparedness and stress management information.
- Created and delivered disaster preparedness, wellness and stress management presentations to multiple community groups.
- Co-lead local media campaign designed to reach thousands of tornado survivors.
- Member of Pathway to Renewal Long Term Recovery Group assisting tornado survivors with unmet needs.

Riverside Community Care, Needham, MA
Team Leader/ Crisis Counselor, Crisis Counseling Assistance and Training Program Grant- August 2010-April 2011

- Co-created statewide disaster recovery program in response to the federally declared March 2010 floods.
- Managed team of three crisis counselors and one administrative assistant.
- Provided outreach and disaster preparedness presentations to hundreds of flood survivors in Norfolk, Essex and Worcester Counties.
- Member of Northern MA Long Term Recovery Group assisting dozens of flood survivors with unmet needs.

Family Service, Inc.- Lawrence, MA
AmeriCorps Ambassador of Mentoring, Big Friends Little Friends- August 2009-July 2010

- Matched caring adults with local youth facing adversity in a mentoring relationship.
- Trained volunteers and parents on program guidelines, procedures, and safety.

American Red Cross- NH Gateway Chapter- Nashua, NH
AmeriCorps *Vista Member- August 2008-August 2009

- Served in the Disaster Services Department assisting the Disaster Services Director with all disaster operations by supporting citizens through the response and recovery phase of disasters.
- Deployed to Houston, Texas in September of 2008 to assist with mass care in mega shelters during Hurricane Ike.
- Managed a local shelter for three days during the 2008 Ice Storm supervising a group of twenty volunteers and one hundred citizens.
- Created and led various trainings for the Disaster Action Team.

New Hampshire Division of Homeland Security and Emergency Management- Concord, NH
Intern- May 2006-August 2006

- Full time internship assisting preparedness, response and recovery functions at the New Hampshire Division of Homeland Security and Emergency Management.
- Assisted with community outreach efforts during the Emergency Operation Center activation during the Spring 2006 floods.

EDUCATION

Master of Science, Anna Maria College, 2014 — Emergency Management, GPA: 4.0

Bachelor of Arts, Keene State College, 2008 — U.S. History Major, Sociology Minor, GPA: 3.48

CERTIFICATIONS

National Incident Management System, Incident Command System: IS-100, IS-120, IS-130, IS-200, IS-634, IS-700, IS-703, IS-800, and IS-808 as well as HSEEP.

Victoria Paige

Experience

Exercise and Training Officer | *Granite State Health Care Coalition* | *Foundation for Healthy Communities* | October 2022 – Present| 40+ Hours/ Week

- Coordinate and conduct training needs for HCC partners
- Develop and implement community-wide exercises to meet HCC deliverables and partner needs
- Assist HCC team with HCC requirements of federal and state requirements
- Prepare and distribute meeting announcements, agendas, minutes, and correspondence for a variety of groups and subcommittees
- Review and assist HCC team with all administrator tasks relating to the project including internal and external financial and program reporting requirements

Emergency Preparedness and Response Coordinator | *Carroll County Coalition for Public Health* | *Granite United Way* | October 2020 – October 2022| 50+ Hours/ Week

- Implementing decisions based on applicable statutes, regulations, and/or policies
- Advising senior-level leadership on emergency management recovery efforts
- Managing engagement of, and collaboration with, internal external partners to improve the effectiveness or efficiency of programs or operations
- Coordinate, prepare, and manage COVID-19, Influenza Vaccination Clinics, and Point of Dispensing for 18 schools within Carroll County, as well as 20+ local municipalities
- Organized the start to finish of each clinic involving Carroll County's ~26,000 population
- Reviewing documentation, such as grants, for data integrity and compliance with regulations or policy
- Validate and monitor progress, review and update plans, and promote continuous preparedness improvement for Carroll County involving +250 stakeholders.
- Communicate to the public, local healthcare entities, and local municipalities on health & safety
- Implements procedural changes due to health and safety needs to NH DHHS.
- Represent Carroll County Public Health as the Emergency Preparedness and Response Coordinator as local, state, and regional emergency preparedness planning meetings and trainings
- Oversee and manage ~ 200+ individuals across the Community Emergency Response Team & Medical Reserve Corp.

Emergency Management Coordinator | *Wentworth-Douglass Hospital* | June 2017- August 2020 | 40+ Hour/Week

- Assisted in regulatory compliance with all federal/state/local laws/statutes as it relates to areas of responsibility. Assist in developing and maintaining policies/programs/procedures according to regulatory guidelines which include but are not limited to: Joint Commission, CMS, NFPA, NH DHHS.
- Responsible for assisting department managers in development and presentation of training programs for staff, physicians, volunteers, students, etc., in related areas of responsibility.
- Annually reviewed the EOC plans/policies for compliance with the Joint Commission. Revise as needed and submit to the Emergency Management Team and Safety Committee for review, revisions, and approval. Acts as a resource to WDH Hospital Staff regarding emergency management and safety related issues/questions.
- Performs Life Safety duties including conducting fire drills. Oversight of fire drills to include identification of deficiencies and training opportunities. Conduct the hospital and satellite location drills, maintain documentation
- Maintain all emergency plans, procedures, and Hazardous Vulnerability Analysis for the hospital and off-site locations
- Directly assisted the Safety Officer during the initial response of COVID-19

- Created, trained, and managed new N95 mask program for WDH employees ~5,000 and off-site healthcare practices ~20+ locations.
- Prepare, manage, and critique hospital and off-site healthcare practices of emergency management exercises and employees
- Monitor all emergency management supplies and equipment

Experience (cont.)

Safety Monitor | *Wentworth-Douglass Hospital* | March 2016-March 2018 | 40 Hour/Week

- Provided 1:1 care for behavioral health patients
- Managed daily schedules for safety monitors
- Collaborated with clinical staff and security officers for patient care
- Participated and prepared bomb threat emergency exercise for off-site healthcare practices

Achievements / Skills

- Proficient in Microsoft Office Programs; Excel, Power Point, Word, Outlook
- Featured in ECRI Institute publication in 2018 for creating an emergency mass casualty exercise to test hospital's responsiveness and employee's reactiveness
- Successfully helped vaccinate ~10,000 individuals across NH
- Chair of the Emergency Management Team - Wentworth-Douglass Hospital
- Chair the Regional Coordinating Council - Carroll County
- Certified as Hospital Emergency Coordinator (CHEC)
- Co-led Hospital Emergency Response Team (HERT)
- Successfully completed Healthcare Leadership for Mass Casualty Incidents at the Center of Domestic Preparedness
- Certified in Homeland Security Exercise Evaluator Program (HSEEP)
- Successfully trained in FEMA courses:
    - IS 100
    - IS 200
    - IS 700
    - IS 800
    - IS 546.a
    - IS 547.a
    - AWR-160

Education

Bachelor of Science | May 2015 | Southern New Hampshire University

- Major: Justice Studies: Homeland Security & Terrorism
- Minor: Sociology

DAKOTA **HAYES**

EXPERIENCE

August 2022- Present

Granite State Health Care Coalition; Foundation for Heth Communities

-Provided technical assistance to Granite State Health Care Coalition (GSHCC) members.
-Worked with HCC Director to monitor implementation of HCC contract requirements including keeping abreast of federal and state requirements.
-Review EOP compliance needs of HCC members and develop strategies to meet training and plan development needs.
-Maintain accurate and up-to-date contact information for HCC membership.
-Prepared and distributed meeting announcements, agendas, minutes and correspondence for a variety of groups and subcommittees as needed.
-Work with subcontractors/vendors as needed; including NH Needs Caregivers and Southern New Hampshire Area Health Education Center for CDC STRIKE Award
-Work with HCC Director and HCC Staff to manage all administrative tasks related to the project including internal and external financial and program reporting requirements.
-Assist the HCC Director and HCC Staff in completing all grant deliverables on-time.
-Assist in writing of grants, exercises, training regimens, or other types of plans or documents as needed by ESF8, GSHCC Team, or GSHCC member organizations.
-Contributed to infection prevention and control capabilities for 97 LTC/SNF facilities within New Hampshire through CDC STRIKE Award.

June 2020-August 2022

New Hampshire Department of Safety; Homeland Security and Emergency Management

May 2021- August 2022

Program Planner II/ State All-Hazards Planner

-Coordinated the updates of the State Emergency Operations Plan, Commodities, and Recovery Annexes, Hazard Mitigation Plans and State Continuity of Operations and Government Plans, Distribution Management Plan as well as other plans/annexes as applicable.
-Maintained working and situational knowledge of weather events and related emergency response; communicated between the National Weather Service and Senior Leadership.
-Analyzed and interpreted emergency management plans and procedures as well as devising plan revisions or implementation.
-Developed and maintained standard operating procedures and/or guidelines for the Section and Division as they relate to Emergency Management Plans; ensures that policies and procedures are followed in compliance with FEMA grants.
-Responsible for the gathering of data and research to assist in the development of the yearly FEMA mandated State Preparedness Report, and Threat and Hazard Identification and Risk Assessment to include the analyses of threats and hazards.
-Coordinated with federal, state, and community officials in the development of Incident Action Plans, Emergency Action Plans, and others pertaining to special events and incidents for EOC Activations; including the New Hampshire Motor Speedway as well as civil disturbances. -Coordinated the update of Local Emergency Operations Plans to ensure local jurisdictions' plans are up to date and eligible for funding, as well as ensuring plan templates were appropriate for communities of differing size and capability.
-Developed and maintained close working relationships across State agencies and municipalities, maintaining meaningful engagement with stakeholders.
-Acted as the intern supervisor to develop a project focused on *All Hazards, all New Hampshire* which aimed to identify capability and resource gaps across the state in order to facilitate specific and individualized training and exercise needs as well as for hazard and threat assessments.
-Provided technical assistance to stakeholders regarding threat and hazard identification and assessments.

June 2020- April - May 2021

Program Planner I/ State Program Delivery Manager

-Coordinated and consulted with other state and local officials regarding COVID-19 Public Assistance Grant Program to promote grant activities, and designated projects to track targeted programmatic and financial activities.

-Collected, maintained, and monitored accurate and up-to-date financial and programmatic records of each applicant and sub-applicant, including their respective financial sub-recipient monitoring portfolio with projects totaling tens-of-thousands, to millions of dollars. -Provided oversight to over 50 private non-profit applicants with funded projects to ensure compliance with federal and state program regulations and policies.

-Performed analysis of related performance data in support of subrecipients' reviews, as well as distributed information regarding state and federal policies and procedures to individuals and organizations.

-Researched state and federal regulations and policies to maintain program knowledge to aid grant applicants.

-Reviewed program and service data for quality improvement opportunities to generate management reports for program planning.

July 2018-December 2019

National Association for State Community Services Programs, Washington, D.C.- *Program Assistant*

-Assisted with the facilitation of workshops, conferences, and staff support roles for effective execution of member benefits.

-Developed and assisted with communications and publications to include blog posts, social media, and newsletters.

-Developed quarterly and annual reports and information campaigns to adequately track and summarize state and organizational programs.

-Designed and edited collection forms and instruments to include proper analysis of data.

-Completed qualitative and quantitative data for member information request as well as federally mandated reporting.

-Worked with senior staff to complete grant deliverables for federal funders and state stakeholders.

-Worked with Program Directors to research and analyze data to draft reports for members and stakeholders.

-Developed and maintained meaningful relationships across state and federal stakeholders, as well as NGO partners.

October 2017-May 2018

U.S. Department of Homeland Security, Washington, D.C. - *Workforce Development Program Coordinator- Internship*

-Developed and coordinated skill and leadership trainings for cross-component offices.

-Contributed to a cross-component quantitative increase in knowledge and skill development.

-Processed data and submitted input summaries for annual and quarterly reports on training data.

-Critical problem solver that assisted in the development of a multitude of department programs and assignments from the Director and Deputy Director.

-Obtained and maintained Public Trust Credentials in support of applicable duties.

April 2016-December 2016

Daniel Morgan Academy, Washington D.C. - *Research Intern*

-Contributed to the school's research database through open-source and CREAST research.

-Assisted in the development of organizational research and study guides.

-Assisted in the developing table-top exercises for students to develop foreign policy assessment and international risk management skills.

-Undertook fact-checking and research on various domestic and foreign policy topics.

-Provided administrative and research support to include drafting of memos and research projects.

-Provided research and analysis to US foreign policy as well as current political events.

EDUCATION

August 2014-May 2018
American University, Washington, D.C. - *B.A. International Studies; Minor in Political Science*

SKILLS

-Policy Research and Analysis
-Program Administration
-Research and Analysis
-Microsoft Office Programs
-Emergency Management
-Leadership
-Problem Solving
-Effective Communication
-Teamwork
-Organization Management
-Customer Service
-Multitasking
-Threat and Hazard Identification and Assessments
-Emergency Preparedness Planning
-Critical Thinking

ACTIVITIES

International Association of Emergency Managers- Member, 2022
-A non-profit educational organization dedicated to promoting the Principles of Emergency Management and representing those professionals whose goals are saving lives and protecting property and the environment during emergencies and disasters.

Sigma Chi Fraternity (2014-2018)- President, December 2016-December 2017
-Acted in the capacity of a Chief Executive, responsible for the operations of a multi-thousand-dollar organization.
-Coordinated with university and Fraternity officials on successful chapter risk assessment and management programs.
-Effectively planned and coordinated community and chapter activities.
-Developed the chapter to ensure the attainment of the Peterson Blue Award, a recognition by the International Fraternity as
an internationally significant chapter.
-Led the chapter through the most successful philanthropy at that time; the 8th highest among 240 chapters.

Boy Scouts of America- Silver Palm Eagle Scout, Senior Patrol Leader, Assistant Scoutmaster- 2008-2014
-Developed risk management and leadership programs which lead to recognition as a nationally significant troop.
-Coordinated with community officials to execute fundraisers and other community events.
-Planned, developed, budgeted, and executed a community-based Eagle Project to assist soldiers in Afghanistan.
-Developed engaging and informative activities to facilitate troop and youth engagement and activities.
-Maintained several years of leadership position beyond what was required.
-Maintained visibility and involvement with community activities.
-Petitioned the District for a Youth Eagle Mentor position to assist younger Scouts with developing their own Eagle Project

NH Department of Health and Human Services

KEY PERSONNEL

Administrative Lead Organization for Emergency Preparedness, Response and Recovery Health Care Coalition

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

SFY 2025 (7/1/2024-6/30/2025)

Contractor Name: **Foundation for Healthy Communities**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Scott Nichols	SR. Director, GSHCC	$ 107,000	$ 107,000
Shaylin Lipman	Coordinator, GSHCC	$ 77,000	$ 77,000
Victoria Paige	Exercise and Training Officer, GSHCC	$ 76,000	$ 76,000
Dakota Hayes	Health Care Coalition Planner	$ 70,000	$ 70,000
		$ -	$ -
		$ -	$ -

NH Department of Health and Human Services

KEY PERSONNEL

Administrative Lead Organization for Emergency Preparedness, Response and Recovery Health Care Coalition

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

SFY 2026 (7/1/2025-6/30/2026)

Contractor Name: **Foundation for Healthy Communities**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Scott Nichols	SR. Director, GSHCC	$ 110,210	$ 110,210
Shaylin Lipman	Coordinator, GSHCC	$ 79,310	$ 79,310
Victoria Paige	Exercise and Training Officer, GSHCC	$ 78,280	$ 78,280
Dakota Hayes	Health Care Coalition Planner	$ 72,100	$ 72,100
		$ -	$ -
		$ -	$ -

HRC

B

Lori A. Weaver
Interim 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 13, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Foundation for Healthy Communities (VC#154533-B001), Concord, NH for assistance with inter-facility patient transfers and healthcare surge staffing support, by increasing the price limitation by $1,900,000 from $3,523,436 to $5,423,436 with no change to the contract completion date of June 30, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 29, 2022, item #32.

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

05-95-94-940010-2465 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	103-502507	Contracts for Opr Svc	00FRF602 PH9534A	$0	$1,900,000	$1,900,000
			Subtotal	***$0***	***$1,900,000***	***$1,900,000***

05-95-90-903010-26430000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ARP ELC STRIKE TM PROJ

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	90183556	$1,170,950	$0	$1,170,950
2023	102-500731	Contracts for	90183557	$1,122,486	$0	$1,122,486

		Prog Svc				
			Subtotal	*$2,293,436*	*$0*	*$2,293,436*

05-95-90-903510-11130000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, HOSPITAL PREPAREDNESS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Grants for Pub Asst and Relief	90077700	$615,000	$0	$615,000
2024	102-500731	Grants for Pub Asst and Relief	90077700	$615,000	$0	$615,000
			Subtotal	*$1,230,000*	*$0*	*$1,230,000*
			Total	**$3,523,436**	**$1,900,000**	**$5,423,436**

EXPLANATION

This request is **Sole Source** because the Department is increasing the price limitation by more than 10% of the original contract. The Contractor has the ability to quickly respond to the immediate needs of coordinating and monitoring surge staffing and transportation for the State of New Hampshire's long-term care facilities, acute care hospitals, specialty hospitals or rehabilitation hospitals as designated by the Department. The Contractor has experience in emergency response and working with sub-recipients including long term care facilities, hospitals and staffing agencies.

The purpose of this request is to hire; maintain and provide properly licensed temporary relief staffing to facilities as designated by the Department, to serve patients from throughout the State. Healthcare facilities are experiencing staffing shortages and low patient turnover which has resulted in their decreased ability to admit patients currently awaiting discharge from hospitals. Many patients have been medically cleared for discharge from hospitals pending their ability to safely be discharged to a long-term care facility. The Contractor will immediately work with several staffing agencies to provide clinical teams to rapidly deploy to long-term care facilities. Increased staffing capacity at health care facilities will expedite discharges of patients from hospitals. The resulting open beds at hospitals will be then become available for acute care needs within the hospital. Additionally, the Contractor will coordinate with healthcare facilities to provide inter-facility transfers to long-term care facilities, rehabilitation hospitals, acute care hospitals, specialty hospitals and/or between other healthcare facilities as needed.

The Department will monitor services by:

- Reviewing the total hours worked by the temporary staff.
- Monitoring the number of temporary staff placed each month.

- Analyzing the turnover rate of the temporary staff.
- Monitoring the number of facility transfers.
- Monitoring facility location discharge point and drop off point.

In addition, the Department will monitor the percent of open hospital beds and number of patients who are able access an acute care hospital bed as a result of this contract.

Should the Governor and Council not authorize this request facilities will be unable to discharge patients from hospitals and healthcare may not have sufficient human and physical resources to care for patients with acute medical needs.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number: #21.027, FAIN #4516DRNHP00000001

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

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
24DAB37E06E0488...

Lori A. Weaver

Interim Commissioner

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

This Amendment to the Administrative Lead Organization for Emergency Preparedness, Response and Recover Health Care Coalition 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 June 29, 2022, (Item #36), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $5,423,436

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 to add Subsection 1.13 through 1.27.5 to read:

   1.13 The Contractor shall coordinate with healthcare facilities to provide inter-facility transfers to long-term care facilities, rehabilitation hospitals, acute care hospitals, specialty hospitals and/or between other healthcare facilities as needed.

   1.14 The Contractor shall secure temporary, contracted Registered Nurses (RN), Licensed Practical Nurses (LPN), Licensed Nursing Assistants (LNA), Emergency Medical Technicians (EMTs), Physical Therapists (PTs), Occupational Therapists (OTs) Paramedics and/or other Professionals ("Temporary Staff") with approval of the Department to provide relief staffing in long-term care facilities, acute care hospitals, specialty hospitals or rehabilitation hospitals as designated by the Department.

   1.15 The Contractor shall ensure that Temporary Staff are assigned to work at a healthcare facility where the staff member shall be clinically and administratively supervised and must abide by the facilities policies.

   1.16 The Contractor shall secure, maintain, and provide properly licensed Temporary Staff, and ensure the Temporary Staff performing services under this Agreement possess the following qualifications and/or documentation, including but not limited to:

      1.16.1 Valid and appropriate licenses issued by the appropriate State of New Hampshire licensure board.

      1.16.2 CPR certification, as required by State law.

      1.16.3 Proof of pre-employment screening.

   1.17 The Contractor shall ensure that the Temporary Staff hired meet all applicable laws, regulations, licensing requirements and/or accreditation standards, which shall be presented to the Department or Facility Administration upon request.

   1.18 The Contractor shall ensure that staff perform work exclusively within their scope of licensed practice, which may include, but is not limited to, the following services:

1.18.1 Conducting physical assessments.

1.18.2 Administering medication.

1.18.3 Processing of physician orders.

1.18.4 Monitoring vital signs.

1.18.5 Testing blood glucose levels.

1.18.6 Completing treatments.

1.18.7 Changing dressings.

1.18.8 Communicating both verbally and in writing to report related findings.

1.18.9 Safeguarding the confidentiality of patient information related to their duties and care.

1.18.10 Implementing infection prevention and control practices.

1.19 The Contractor shall ensure all Temporary Staff attend an orientation for each healthcare facility in which they provide services that includes, but is not limited to:

1.19.1 Specific information regarding infection prevention.

1.19.2 Client confidentiality.

1.19.3 Medical records and other documentation practices.

1.19.4 Any training required by the facility that is specific to the facility operations and the provision of care to the population served, including dementia training.

1.20 The Contractor shall provide services within facilities specifically designated by the Department as "facilities in need."

1.21 The Contractor shall coordinate the staffing needs of the healthcare facility with the available Temporary Staff.

1.22 The Contractor shall attempt to accommodate Departmental staffing requests for specific individual Temporary Staff by designated facility.

1.23 The Contractor's Temporary Staffing Services for each temporary staff member shall be a minimum of an eight (8) week period (Staffing Period), without a gap in delivered services for the Staffing Period unless otherwise mutually agreed upon by the Contractor and the designated facility, unless individual staff members are unable to perform the contracted roles as a result of health or other unforeseen circumstance.

1.24 The Contractor shall make all reasonable efforts to provide replacement staffing for the remainder of the Staffing Period in the event a Temporary Staff is unable to fulfill the prescribed shift due to illness, injury or other unforeseen circumstance.

1.25 The Contractor shall accept immediate verbal and written notification from the Department of any staffing dismissal from the healthcare facility with or without cause, which provides clear detail of the reason(s) for the dismissal, if applicable, which will result in compensation for all hours worked prior to dismissal.

1.26 The Contractor shall have the ability to receive notification from the Department of any unexpected incident known to involve a Temporary Staff including, but not limited to errors, safety hazards, or injury.

1.27 The Contractor shall submit monthly reports to the Department within fifteen (15) days following the reporting period, ensure invoices accurately reflect hours worked, which include, but are not limited to:

1.27.1 Total hours worked for the month by Temporary Staff.

DS PA

1.27.2 Number of Temporary Staff placed in the month.

1.27.3 Turnover rate of Temporary Staff.

1.27.4 Number of facility transfers.

1.27.5 Facility location discharge point and drop off point.

4. Modify Exhibit C, Payment Terms, Section 1, by adding Subsection 1.3, to read:

   1.3 Federal Funds from the American Rescue Plan Act of 2021, as awarded on November 4, 2021, by the Department of Treasury, CFDA 21.027

5. Modify Exhibit C, Payment Terms, Section 1, Subsection 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-5, Budget, Amendment #1. C-5, Budget, Amendment #1 funding shall be utilized until April 15, 2023 unless authorized by the Department.

6. Add C-5, Budget, Amendment #1 which is attached hereto and incorporated by reference herein.

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

1/13/2023
Date

DocuSigned by:
Ann H. Landry
Name: Ann H. Landry
Title: Associate Commissioner

Foundation for Healthy Communities

1/13/2023
Date

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

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

OFFICE OF THE ATTORNEY GENERAL

1/13/2023

DocuSigned by:
Takhmina Rakhmatova
5DE521C825C4AC...

Date

Name: Takhmina Rakhmatova
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

Contractor Name: Foundation for Healthy Communities

Project Title: Strike Team

Budget Period: 01/19/2023-04/15/2023, unless otherwise approved by the Department

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 9,001.00	$ 450.05	$ 9,451.05	$ -	$ -	$ -	$ 9,001.00	$ 450.05	$ 9,451.05
2. Employee Benefits	$ 3,264.00	$ 163.20	$ 3,427.20	$ -	$ -	$ -	$ 3,264.00	$ 163.20	$ 3,427.20
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 5,000.00	$ 250.00	$ 5,250.00	$ -	$ -	$ -	$ 5,000.00	$ 250.00	$ 6,250.00
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 1,792,258.81	$ 89,612.94	$ 1,881,871.75	$ -	$ -	$ -	$ 1,792,258.81	$ 89,612.94	$ 1,881,871.75
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,809,523.81	$ 90,476.19	$ 1,900,000.00	$ -	$ -	$ -	$ 1,809,523.81	$ 90,476.19	$ 1,900,000.00

Indirect As A Percent of Direct 5.0%

PA

Contractor Initials ______

1/11/2023

Date ______

32 G&C

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

June 15, 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 contract with the Foundation for Healthy Communities (VC# 154533-B001), Concord, NH, in the amount of $3,523,436 to serve as the Administrative Lead Organization of the statewide Health Care Coalition for Emergency Preparedness, Response and Recovery, which functions as a single, statewide coalition to support healthcare entities and their private partners to prepare for, mitigate, respond to and recover from all hazards, emergencies and disasters, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 100% Federal Funds.

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

05-95-90-903510-11130000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, HOSPITAL PREPAREDNESS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	90077700	$615,000
2024	102-500731	Contracts for Prog Svc	90077700	$615,000
			Subtotal	*$1,230,000*

05-95-90-903010-26430000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ARP ELC STRIKE TM PROJ

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	90183556	$1,170,950
2023	102-500731	Contracts for Prog Svc	90183557	$1,122,486
			Subtotal	*$2,293,436*
			TOTAL	$3,523,436

EXPLANATION

The purpose of this request is for the Contractor to manage the statewide Health Care Coalition (HCC), which includes members from across the health care spectrum, including hospitals and hospital-based health systems, emergency medical services, long-term care facilities, primary care and specialty practices, behavioral and substance use disorders providers, state and local emergency management, and public health officials.

The Health Care Coalition enhances the healthcare sector's ability to effectively prepare for, respond to, and recover from emergencies. The Coalition provides training and technical assistance to its members and is integral to the Department's capability to coordinate the health care system during emergencies. The Coalition's activities allow the State to meet federal funding requirements related to health care sector preparedness. Additionally, the Health Care Coalition provides infection prevention technical assistance to Skilled Nursing Facilities and Non-Skilled Nursing Facilities as requested or in response to a COVID-19 outbreak.

The Department will monitor Contractor services through:

- Monthly time study reports, including time spent on each project and by facility type.
- Performance measures, as required by Assistant Secretary for Preparedness and Response (ASPR).

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from April 25, 2022 through May 23, 2022. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, health care coalition activities in the state will not continue, which would compromise the ability of the Department to respond to healthcare emergencies. In addition, the Department's inability to meet ASPR grant requirements would jeopardize federal funding for healthcare preparedness.

Area served: Statewide

Sources of Federal Funds: Assistance Listing Number (ALN) #93.889, FAIN U3REP190580, and ALN #93.323, FAIN NU50CK000522.

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

Respectfully submitted,

DocuSigned by:
Ann H. Landry
24BAB37ED6EB488...

Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-DPHS-01-HEALT

Project Title Administrative Lead Organization for Emergency Preparedness, Response and Recovery Health Care Coalition

	Maximum Points Available	Foundation for Healthy Communities (FHC)	Innovative Emergency Management, Inc. (IEM)	JSI Research and Training Institute, Inc. (JSI)
Technical				
Ability Q1	100	90	65	80
Knowledge Q2	75	68	40	65
Experience Q3	75	70	40	60
Capacity Q4	50	40	30	40
TOTAL POINTS	300	268	175	245

Reviewer Name	Title
1 Stephanie Locke	Bureau Chief
2 Ryan Tannian	Preparedness Section Chief
3 Karen Hammond	Finance Administrator
4 Darlene Cray	Program Specialist IV

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

Subject: Administrative Lead Organization for Emergency Preparedness, Response and Recovery Health Care Coalition (RFA-2023-DPHS-01-HEALT-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Foundation for Healthy Communities		1.4 Contractor Address 125 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number 603-415-4270	1.6 Account Number 05-95-90-903510-1113 05-95-90-903010-2643	1.7 Completion Date 6/30/2024	1.8 Price Limitation $3,523,436
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 6/14/2022		1.12 Name and Title of Contractor Signatory Peter Ames, Executive Director	
1.13 State Agency Signature Date: 6/14/2022		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: 6/15/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials PA
Date 6/14/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials PA

Date 6/14/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response and Recovery Health Care Coalition

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response and Recovery Health Care Coalition

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.2. The Contractor shall serve as the Administrative Lead Organization (ALO) to oversee the statewide Health Care Coalition (HCC), which includes members from across the health care spectrum, including, but not limited to:

1.2.1. Hospitals and hospital-based health systems.

1.2.2. Emergency medical services.

1.2.3. Long-term care facilities.

1.2.4. Primary care and specialty practices.

1.2.5. Behavioral and substance use disorders providers.

1.2.6. State and local emergency management.

1.2.7. Public health officials.

1.3. The Contractor shall conduct activities to improve the HCC's ability to perform the four (4) healthcare preparedness and response capabilities in accordance with the Hazard Vulnerability Analysis (HVA) referenced in Subparagraph 1.6.4 and the 2017-2022 Health Care Preparedness and Response Capabilities Planning Guide (CPG) self-assessment, which include:

1.3.1. Foundation for Health Care and Medical Readiness, including:

1.3.1.1. Maintaining a sustainable HCC that ensures the community's health care organizations and other stakeholders are coordinated in order to:

1.3.1.1.1. Identify hazards, risks, and needs.

1.3.1.1.2. Prioritize and address gaps through planning, training, exercising and managing resources.

1.3.1.1.3. Coordinate training and exercises, and procure resources, as needed and approved by the Department, to increase and maintain healthcare system readiness for high-threat infectious diseases.

1.3.2. Health Care and Medical Response Coordination, including:

1.3.2.1. Collaborating with and assisting the HCC health care organizations, and integrating activities with the Emergency Support Function 8 (ESF-8) – Health & Medical to promote:

1.3.2.1.1. Sharing and analyzing of information.

1.3.2.1.2. Managing and sharing of resources.

1.3.2.1.3. Coordinating strategies to deliver medical care to all populations during emergencies and planned events.

1.3.3. Continuity of Health Care Service Delivery, including supporting health care organizations with:

1.3.3.1. Providing uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure.

1.3.3.2. Training and equipping health care workers to care for patients during emergencies.

1.3.3.3. Returning to normal or improved operations following response and recovery operations.

1.3.4. Medical Surge support, including:

1.3.4.1. Assisting health care organizations with delivering timely and efficient care to patients when demands for health care services exceed available supply by:

1.3.4.1.1. Coordinating information and available resources in order for members to maintain conventional surge response.

1.3.4.1.2. Incorporating medical surge planning into health care delivery systems, Emergency Medical Services (EMS), and HCC Emergency Operations Plans (EOPs); and

1.3.4.1.3. Supporting the health care delivery system transition back to timely conventional standards of care following an emergency.

1.4. HCC Governance and Administration

1.4.1. The Contractor shall maintain a core HCC membership of health care organizations as specified in Subsection 1.2 above.

1.4.2. The Contractor shall ensure the HCC has a Leadership Team that broadly represents the state's health care system partners, and must consist of diverse organizations within the coalition so that one type of organization does not unduly or unfairly influence coalition objectives and deliverables, including:

1.4.2.1. Hospitals;

1.4.2.2. Emergency Medical Services;

1.4.2.3. Emergency Management; and

1.4.2.4. Public Health Agencies.

1.4.3. The Contractor may choose to add additional health care-related organizations to the Leadership Team or change the representation of the Leadership Team.

1.4.4. The Contractor shall work with the Leadership Team to prioritize, identify and recruit additional HCC members, which may include:

1.4.4.1. Outpatient care centers.

1.4.4.2. Specialty care centers.

1.4.4.3. Long-term care facilities or organizations.

1.4.4.4. Additional functional entities that support acute healthcare service delivery, which may include:

1.4.4.4.1. Medical supply chain organizations.

1.4.4.4.2. Pharmacies.

1.4.4.4.3. Blood banks.

1.4.4.4.4. Clinical laboratories.

1.4.4.4.5. Federal health care organizations.

1.4.5. The Contractor shall assess the need for and conduct, as appropriate, the following planning activities with the HCC Leadership Team:

1.4.5.1. Strategic planning;

1.4.5.2. Gap analysis;

1.4.5.3. Operational planning;

1.4.5.4. Information sharing;

1.4.5.5. Resource assessment; and

1.4.5.6. Collection of HCC member contact information, including:

1.4.5.6.1. Reviewing and updating HCC member contact information on a quarterly basis.

1.4.5.6.2. Distributing contact information to HCC members and partners, as appropriate.

1.4.5.6.3. Requesting all HCC members to sign a Letter of Commitment and Participation upon recruitment into the HCC.

1.4.6. The Contractor shall:

1.4.6.1. Maintain an HCC website, which shall include a membership inquiry link.

1.4.6.2. Schedule, plan, and conduct an annual statewide HCC conference and general meeting, as directed by the Department.

1.4.6.3. Prepare and distribute an HCC newsletter every six (6) months.

1.4.6.4. Provide HCC membership information in HCC newsletters and at HCC events.

1.4.7. The Contractor shall, as Administrative Lead Organization of the HCC, develop, maintain, and, as needed, modify an HCC governance structure and necessary processes and charters to execute activities related to health care delivery system readiness and coordination, which shall include, but is not limited to:

1.4.7.1. Outlining how the HCC interfaces and coordinates with the ESF-8.

1.4.7.2. Developing membership, leadership and voting structures.

1.4.7.3. Establishing HCC rules and committees.

1.4.7.4. Determining orders of succession and delegations of authority for leadership continuity.

1.4.7.5. Continuity of Operations (COOP) planning.

1.4.8. The Contractor shall provide administrative management services to the HCC, which include:

1.4.8.1. Developing a meeting schedule and work plan for the HCC leadership team and committees.

1.4.8.2. Preparing and distributing HCC leadership team and committee meeting notices, agendas, minutes and special correspondence for the HCC leadership team and committees.

1.4.8.3. Coordinating logistics for HCC leadership team and committee meetings, training and educational programs, and conferences described herein, which includes, but is not limited to:

1.4.8.3.1. Planning.

1.4.8.3.2. Securing facilities.

1.4.8.3.3. Identifying and securing speakers.

1.4.8.3.4. Developing, receiving, and processing registrations.

1.4.8.3.5. Managing registrant check in.

1.4.8.3.6. Creating and providing agendas.

1.4.8.3.7. Recording minutes.

1.4.8.3.8. Marketing events.

1.4.8.3.9. Organizing event(s) onsite.

1.4.8.3.10. Developing, distributing, collecting, analyzing, and reporting on event evaluation forms.

1.4.9. The Contractor shall ensure HCC committee meeting discussion topics are focused on need, which may include, but is not limited to:

1.4.9.1. Preparedness Planning.

1.4.9.2. Functional Needs.

1.4.9.3. Exercise Development and Planning Team(s).

1.4.9.4. Resource Assessment.

1.4.9.5. Response Structure.

1.4.9.6. Information Sharing.

1.4.9.7. Public Information.

1.4.9.8. Clinical Engagement.

1.4.9.9. Centers for Medicare & Medicaid Services (CMS) Rule Activities.

1.4.10. The Contractor shall assist HCC members with securing other resources for the HCC.

1.4.11. The Contractor shall identify one (1) partner hospital or healthcare organization to co-lead the HCC to assist and support the Contractor with the HCC Governance and Administration functions above.

1.5. HCC Work Plan

1.5.1. The Contractor shall develop a draft HCC Work Plan for the services in this RFA that must include, but is not limited to, anticipated completion dates, and submit the HCC Work Plan to the Department no later than 15 days after the Contract Effective Date.

1.5.2. The Contractor shall, upon the Department receiving the annual award from ASPR, which may include new federal guidance, update the draft HCC Work Plan and anticipated completion dates accordingly utilizing the ASPR HCC Work Plan template to be provided by the Department and submit for final Department approval.

1.5.3. Within 30 days of request by the Department, the Contractor shall upload the final HCC Work Plan, subject to Department approval, to ASPR's Coalition Assessment Tool (CAT).

1.6. Preparedness and Response Planning

1.6.1. The Contractor shall align HCC planning with ASPR guidance and Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations.

1.6.2. The Contractor shall review and update the HCC Preparedness Plan on an annual basis no later than June 30th of each year, which includes:

1.6.2.1. Ensuring updates meet all U.S. Department of Health and Human Services ASPR requirements.

1.6.2.2. Incorporating information that supports and promotes the procurement of regional personal protective equipment (PPE) that meets ASPR requirements.

1.6.3. The Contractor shall review and update the HCC Response Plan on an annual basis no later than June 30th of each year. The Contractor shall:

1.6.3.1. Ensure updates meet all ASPR requirements and upload the Response Plan to the CAT;

1.6.3.2. Develop an annex to the HCC Response Plan, as requested by the Department, and in accordance with ASPR guidance; and

1.6.3.3. Integrate the Crisis Standards of Care Concept of Operations into the HCC Response Plan no later than June 30th, 2023.

1.6.4. The Contractor shall participate in the Department's risk planning efforts by:

1.6.4.1. Completing an annual HVA to identify risks and impacts and that meets ASPR requirements.

1.6.4.2. Uploading the completed HVA to the CAT no later than June 30th of each year;

1.6.4.3. Ensuring healthcare preparedness and response activities conducted under this Agreement address:

1.6.4.3.1. A hazard or risk identified in the HVA;

1.6.4.3.2. An identified gap; or

1.6.4.3.3. An activity identified during a corrective action process.

1.6.5. The Contractor shall support the Department's volunteer management activities, which includes:

1.6.5.1. Ensuring HCC members work together to manage staffing resources, including volunteers, within hospitals and other health care settings, which may include:

1.6.5.1.1. Identifying situations that would require supplemental staffing in hospitals and leverage existing hospital and health system staff sharing agreements and resources, to include volunteers.

1.6.5.1.2. Assisting the Department in developing rapid credential verification processes to facilitate emergency response.

1.6.5.1.3. Assisting the Department with identifying and addressing, to the extent possible volunteer liability, licensure, workers compensation, scope of practice, and third-party reimbursement issues that may deter volunteer use.

1.6.5.1.4. Leveraging existing government and non-governmental volunteer registration programs to identify and staff health care-centric roles during acute care medical surge response events including, but not limited to, Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) and Medical Reserve Corps (MRC) personnel.

1.6.5.1.5. Incorporating the use of volunteers to support acute care medical surge response training, drills, and exercises throughout the term of this Agreement.

1.7. Resource Management and Information Sharing

1.7.1. The Contractor shall:

1.7.1.1. Update and maintain a resource inventory of items purchased with HPP federal funding that may be coordinated and shared in an emergency.

1.7.1.2. Query members promptly when requested by ESF-8 to ascertain resources available during an event or emergency.

1.7.1.3. Ensure the capability exists to track and share information with HCC members during emergencies.

1.7.1.4. Assist the Department in implementing and training HCC membership in the use of a Healthcare Incident Management System (HIMS).

1.7.2. The Contractor shall complete and upload ASPR's Essential Elements of Information (EEI) template to the CAT in accordance with ASPR requirements to be determined.

1.8. National Incident Management System (NIMS)

1.8.1. The Contractor shall promote and support the implementation of NIMS among HCC members, including:

1.8.1.1. Facilitating operational coordination with public safety and emergency management organizations during an emergency using an incident command structure.

1.8.1.2. Assisting HCC members with incorporating NIMS components into their EOPs.

1.8.2. The Contractor shall ensure HCC leadership team members are trained on NIMS by:

1.8.2.1. Evaluating HCC leadership team members' existing NIMS education levels and training needs.

1.8.2.2. Providing all HCC members with links to Emergency Management Institute Independent Study courses.

1.8.2.3. Disseminating information on local NIMS course offerings to all HCC members through newsletters and training updates, as appropriate.

1.8.2.4. Recruiting up to nine (9) HCC members to attend the HCC Response Leadership Course, offered by the Center for Domestic Preparedness (CDP), as available, and submitting course applications to the CDP after review and approval by the Department. Participants from the HCC should include representatives from the following disciplines:

1.8.2.4.1. Hospital Leaders (2 participants);

1.8.2.4.2. Emergency Medical Services Leaders (2 participants);

1.8.2.4.3. Emergency Management Leaders (2 participants);

1.8.2.4.4. Public Health Agency Leaders (2 participants); and

1.8.2.4.5. A leader representing any of the coalition's member organizations (1 participant); and

1.8.2.4.6. At least one of the above nine (9) participants must be a nurse or physician.

1.8.3. The Contractor shall support the Health Care System's ability to establish immediate bed availability (IBA) of not less than 20%. The Contractor shall:

1.8.3.1. Engage HCC members in evacuation, transportation and relocation planning and execution during exercises and real incidents.

1.8.3.2. Ensure the Medical Response Surge Exercise (MRSE) meets ASPR requirements, including recruiting non-hospital partners to participate in the annual MRSE.

1.8.3.3. Disseminate templates, guides, or other aids to enhance facility-level planning.

1.8.3.4. Assist in regional evacuation, transportation and relocation planning initiatives, as appropriate.

1.8.4. The Contractor shall:

1.8.4.1. Participate in the Department's Training and Exercise Planning Workshop (TEPW) on an annual basis to develop a Homeland Security Exercise and Evaluation Program (HSEEP)-compliant Integrated Preparedness Plan (IPP), formerly referred to as a Multi-Year Training and Exercise Plan (MYTEP).

1.8.4.2. Conduct additional exercises that may include, but are not limited to:

1.8.4.2.1. One (1) discussion-based tabletop exercise to validate the Department's Burn Care Surge Annex.

1.8.4.2.2. One (1) discussion-based tabletop exercise to validate the Department's Crisis Standards of Care Concept of Operations.

1.8.4.2.3. One (1) discussion-based tabletop exercise to validate the Department's Infectious Disease Preparedness and Surge Annex.

1.8.4.2.4. Two (2) communication drills scheduled at least six (6) months apart, as follows:

1.8.4.2.4.1. Communication Drill #1, which must be completed no later than December 31st of each year; and

1.8.4.2.4.2. Communication Drill #2, which must be completed no later than June 30th of each year.

1.8.4.2.5. Other exercises, as requested by the Department, in accordance with ASPR guidelines.

1.8.5. The Contractor shall fully support the State Training and Exercise Program (STEP), which includes, but is not limited to:

1.8.5.1. Distributing a State-generated training/needs assessment.

1.8.5.2. Including the STEP link in newsletters and emails.

1.8.5.3. Encouraging inclusion at HCC trainings and meetings.

1.8.5.4. Ensuring individuals who participate in educational and training programs receive continuing education credits, when appropriate.

1.8.5.5. Educating stakeholders on the HCC.

1.8.5.6. Participating in STEP workgroups as requested by the Department.

1.8.6. The Contractor shall:

1.8.6.1. Ensure the HCC assists in the dissemination and coordination of information sharing to HCC members and others, as directed by ESF-8.

1.8.6.2. Support emergency public information coordination by:

1.8.6.2.1. Supporting efforts to collect and disseminate emergency public information as requested by NH DHHS.

1.8.6.2.2. Coordinating training or education in crisis and emergency risk communication as available.

1.8.6.2.3. Promoting the use of the NIMS Joint Information System (JIS) or Center (JIC) during large-scale emergencies or incidents.

1.8.6.2.4. Participating in current and future federal health care situational awareness initiatives.

1.8.6.2.5. Providing Public Information Officer training, as needed, to HCC members who are designated to act in this capacity. Training must include Crisis and Emergency Risk Communications training.

1.8.6.2.6. Engaging HCC members and facilitating interactions with ESF-8 and other response partners or activating during emergencies that have the potential to impact the health care delivery system or the public's health.

1.8.6.2.7. Developing tools and offering technical assistance to members in order to improve emergency preparedness and meet federal preparedness requirements, which may include but is not limited to:

1.8.6.2.7.1. Process flow.

1.8.6.2.7.2. System Diagram Tools.

1.8.6.2.7.3. Developing templates.

1.8.6.2.8. Developing annual action plans with committees including background research on model practices in

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order to assist with the identification of strategic approaches to meet the ASPR capabilities.

1.8.7. The Contractor shall:

1.8.7.1. Participate in the development of after action report(s) and improvement plans in coordination with the Department in response to the COVID-19 pandemic that integrates at-risk populations.

1.8.7.2. Support the administration of the statewide Healthcare Information Management System (HIMS) by:

1.8.7.2.1. Maintaining State Administrator access to the statewide healthcare information management system (HIMS), which may include but is not limited to EMResource, eICS, EMSupply, EMTrack, and CORES Health Alert Network (HAN);

1.8.7.2.2. Providing technical assistance and training to HCC members on HIMS suite as needed and as appropriate; and

1.8.7.2.3. Supporting the implementation of the statewide HIMS suite of products in healthcare facilities and public health agencies, as appropriate.

1.8.8. The Contractor shall obtain de-identified data from the U.S. Department of Health and Human Services' emPOWER Program every six (6) months in order to identify populations with unique health care needs.

1.8.9. The Contractor shall provide financial management services to the HCC, which includes, but is not limited to:

1.8.9.1. Developing and submitting annual budgets for Department approval within 30 days of Department request.

1.8.9.2. Uploading a copy of the final HCC budget into the CAT and to the Department no later than 30 days after the Department receives the ASPR Notice of Federal Award.

1.8.9.3. Collecting the necessary data or documentation of coalition activities to assist the Department in preparing applications for federal funds.

1.8.9.4. Documenting in-kind support to the HCC and cost sharing for activities using more than one source of funds that meet ASPR requirements.

1.8.9.5. Ensuring Hospital Preparedness Program (HPP) funding is utilized, in accordance with federal, state, and ASPR grant requirements, only for program purposes and allowable costs, which may include, but are not limited to:

1.8.9.5.1. Personnel.

1.8.9.5.2. Travel.

1.8.9.5.3. Supplies.

1.8.9.5.4. Services.

1.8.9.6. Ensuring HPP funding is not utilized for any non-allowable costs, in accordance with federal, state, and ASPR grant requirements.

1.9. Infection Control Prevention

1.9.1. The Contractor shall, in collaboration with the Department, develop a plan to provide infection prevention technical assistance and/or clinical support services during SARS–COV-2 outbreaks in healthcare facilities, which include:

1.9.1.1. Long Term Care facilities, which include:

1.9.1.1.1. Licensed long-term care facilities under CMS;

1.9.1.1.2. Private Nursing Homes;

1.9.1.1.3. Supported Residential Care;

1.9.1.1.4. Residential Care;

1.9.1.1.5. Long-Term Care Settings for Intellectually Disabled Adults; and

1.9.1.1.6. Other Long-Term Care Settings as required.

1.9.1.2. Skilled Nursing Facilities (SNF), which are defined as facilities that meet specific regulatory certification requirements under CMS and primarily provide inpatient skilled nursing care and related services to patients who require medical, nursing, or rehabilitative services but do not provide the level of care or treatment available in a hospital.

1.9.2. The Contractor shall develop and distribute an electronic Needs Assessment to HCC members to identify technology needs for communication and/or participation in Community of Practice Sessions and Infection Prevention Training. Technology needs to be assessed may include, but are not limited to:

1.9.2.1. Computers on wheels.

1.9.2.2. Laptops.

1.9.2.3. Tablets.

1.9.2.4. Communal Desktop Computers.

1.9.2.5. Other devices that can be used by multiple users within the Long Term Care setting.

1.9.3. The Contractor shall ensure completed Needs Assessments are returned electronically no later than September 30, 2022, or as otherwise specified by the Department.

1.9.4. The Contractor shall analyze the results of the Needs Assessments and submit a summary to the Department no later than November 1, 2022, or as otherwise specified by the Department.

1.9.5. The Contractor shall survey the healthcare facilities identified in 1.9.1 above to determine interest and participation in Community of Practice sessions focusing on Staffing and Infection Prevention. The survey must target:

1.9.5.1. Clinical and non-clinical Long-Term Care Staff;

1.9.5.2. Contracted Healthcare Workers connected to the Long-Term Care setting;

1.9.5.3. Residents;

1.9.5.4. Patients;

1.9.5.5. Clients;

1.9.5.6. Family members; and

1.9.5.7. Others connected to Patients, Residents, and Clients as needed.

1.9.6. The Contractor shall work with the Department to identify Long-Term Care facilities requiring temporary staffing support due to infection control outbreaks of COVID-19.

1.9.7. The Contractor shall provide temporary staffing support to the Long Term-Care facilities, as identified and approved by the Department in accordance with 1.9.6 above and based on the criteria listed below, to provide Technical Assistance related to Infection Prevention and Control and/or Clinical Services, including reviewing infection prevention and control plans and practices and offering recommendations to improve plans and operations proactively and during an outbreak setting. Temporary staffing support may be approved by the Department for Long-Term Care facilities as needed due to infection control outbreaks of COVID-19 and must be:

1.9.7.1. Necessary to meet the care needs of the population within the setting;

1.9.7.2. Distributed in an equitable way throughout the State; and

1.9.7.3. Needed due to a lack of available staffing resources.

1.9.8. The Contractor shall, upon approval by the Departmental, purchase and distribute Florescent Marker Kits to assist with Environmental Cleaning Training and infection control risks for healthcare facilities identified in 1.9.1. Kits shall be used for:

1.9.8.1. Hand hygiene training;

1.9.8.2. Identification of infection control risks within Long Term Care settings; and/or

1.9.8.3. Environmental Cleaning Training materials.

1.9.9. The Contractor shall provide support with Fit Testing N95 masks for Long-Term Care facilities, subject to Departmental approval, by:

1.9.9.1. Identifying Long-Term Care facilities not licensed under CMS that would benefit from the use of N95 masks.

1.9.9.2. Purchasing N95 Fit Testing Kits for Long-Term Care facilities that are not licensed under CMS.

1.9.9.3. Providing training and/or Train the Trainer training for the use of N95 Fit Testing Kits.

1.9.9.4. Facilitating access to medical professionals Occupational Safety and Health Administration (OSHA) medical clearance questionnaires for use of N95 mask wear.

1.9.9.5. Identifying local resources and agencies and/or subcontracting or hiring temporary staff to complete OSHA medical clearance questionnaires.

1.9.10. The Contractor shall increase infection prevention knowledge of Long-Term Care facility staff by:

1.9.10.1. Providing access to the Certification in Infection Control (CIC) preparation materials.

1.9.10.2. Reimbursing CIC testing fees.

1.9.10.3. Providing access to educational material for infection prevention education for additional supportive staff and/or clinical staff.

1.9.10.4. Supporting the implementation of an Infection Control Amplification in Nursing Centers (ICAN).

1.9.11. The Contractor shall work with the Department, including the Department's Healthcare-Associated Infections (HAI) Healthcare Educator, to collaborate with:

1.9.11.1. Educational-based programs.

1.9.11.2. Colleges.

1.9.11.3. Universities.

1.9.11.4. Vocational technical programs.

1.10. Additional Requirements

1.10.1. The Contractor shall provide the necessary staff to perform all functions, requirements, roles and duties as specified in this Agreement, and support the HCC. Staff shall have subject matter expertise in the areas of:

1.10.1.1. Healthcare system and emergency preparedness;

1.10.1.2. Response and recovery; and

1.10.1.3. Administrative and financial management services.

1.10.2. The Contractor shall provide the following minimum required positions:

1.10.2.1. One (1) full-time equivalent (FTE) HCC Director to provide strategic direction and leadership to the HCC, including:

1.10.2.1.1. Establishing a governance structure.

1.10.2.1.2. Supervising the HCC Readiness and Response Coordinator position as identified in 1.10.2.2.2 below.

1.10.2.1.3. Recruiting and retaining HCC membership.

1.10.2.1.4. Monitoring the implementation of the requirements of this Agreement, including keeping up-to-date on federal and state requirements.

1.10.2.1.5. Managing all HCC-related administrative tasks including internal and external financial and program reporting requirements.

1.10.2.1.6. Providing technical assistance to HCC members, as needed.

1.10.2.1.7. Establishing and maintaining timely communication and education with all project stakeholders.

1.10.2.2. Two (2) positions, which combined shall be a minimum of one (1) FTE, including:

1.10.2.2.1. One (1) Clinical Advisor who shall:

1.10.2.2.1.1. Be a clinically-active physician, advanced practice provider, or registered nurse.

1.10.2.2.1.2. Provide clinical input to the HCC.

1.10.2.2.1.3. Be the liaison between the coalition and medical leadership at healthcare facilities, supporting entities, and EMS agencies.

1.10.2.2.1.4. Review and provide input on HCC plans, exercises, and educational activities to ensure clinical accuracy and relevance.

1.10.2.2.1.5. Act as an advocate and resource for other clinical staff to encourage their involvement and participation in HCC activities.

1.10.2.2.1.6. Have knowledge of medical surge issues and basic familiarity with Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE), trauma, burn, and pediatric emergency response principles.

1.10.2.2.1.7. Review and update HCC mass casualty/surge plans as requested by the Department and/or as needed to comply with federal guidance and requirements, including, but not limited to, appropriate patient distribution and re-distribution.

1.10.2.2.1.8. Identify subject matter experts who are available locally to provide consultation and support to receiving specialty hospitals regarding patient transfer prioritization in specialty surge mass casualty situations; and

1.10.2.2.1.9. Review and provide input on crisis standards of care planning and education.

1.10.2.2.2. One (1) HCC Readiness and Response Coordinator who shall:

1.10.2.2.2.1. Facilitate the planning, training, exercising, operational readiness, financial sustainability, evaluation, and ongoing development of the HCC;

1.10.2.2.2.2. Ensure that the HCC meets all HPP performance measures and benchmarks with

special attention to the HCC response plans, roles, and operations;

1.10.2.2.2.3. Lead, participate in, or support the response activities of the HCC according to response plans; and

1.10.2.2.2.4. Identify and engage community leaders in health care preparedness planning and exercises, which may include, but are not limited to businesses, charitable organizations and the media to promote the resilience of the entire community.

1.10.3. The Contractor shall:

1.10.3.1. Attend Technical Assistance sessions, as requested by the Department.

1.10.3.2. Attend regular meetings with the Department, as requested, to review progress toward meeting contract deliverables.

1.10.3.3. Prepare information and materials for the Department, including, but not limited to, information on in-kind and leveraged funds.

1.10.3.4. Collect, analyze and report program data to the Department, as requested.

1.10.3.5. Facilitate file reviews conducted by the Department, as needed, upon Department request.

1.10.3.6. Ensure staff participate in emergency preparedness, response and recovery trainings as needed to comply with federal requirements.

1.11. Reporting and Deliverables

1.11.1. In connection with the performance of this Agreement, the Parties will not exchange any confidential information of any type, including but not limited to:

1.11.1.1. Protected health information (PHI) as defined in Health Insurance Portability and Accountability Act (HIPAA);

1.11.1.2. Personally identifiable information (PII); and

1.11.1.3. Any type of information that may be used to determine, distinguish or trace an individual's identity.

1.11.2. The Contractor shall submit monthly time study reports for the Strike Team Grant to the Department by the 15th day of each month, in a form agreed upon by both parties, for the prior month, which must include:

1.11.2.1. Time spent working with Skilled Nursing Facilities;

1.11.2.2. Time spent working with facilities not identified as Skilled Nursing Facilities;

1.11.2.3. Time spent by facility type, as directed by the Department to meet CDC guidelines; and

1.11.2.4. Other time/data collection as required or specified by the Department.

1.11.3. The Contractor shall assist the Department with developing an Annual Progress Report for the period of July 1, 2022 to June 30, 2023, and a Mid-Year Progress Report for the period of July 1, 2022 to December 31, 2022, and will submit the reports to the Department on set dates as determined by the Department.

1.11.4. The Contractor shall submit documentation annually that supports a 10% in-kind matching contribution of the full base HPP award, from HCC members, to the Department no later than July 30th of each year during the Agreement period.

1.11.5. The Contractor shall validate actual match for the previous budget period and submit documentation to the Department, as requested, no later than June 30th each year of the Agreement period.

1.11.6. The Contractor shall submit documentation of cost sharing for activities utilizing more than one (1) funding source to the Department no later than June 30th each year of the Agreement period.

1.11.7. The Contractor shall develop and submit an Annual Report to the Department for approval no later than June 30th each year, or on an otherwise agreed upon date. The Annual Report shall outline HCC activities and outcomes, including, but not limited to:

1.11.7.1. HCC membership overview.

1.11.7.2. HCC leadership team focus areas.

1.11.7.3. Planned or real events that impacted HCC members.

1.11.7.4. Documentation of ASPR performance measures.

1.11.7.5. Overview of ASPR capabilities and HCC involvement in accomplishing related goals.

1.11.7.6. Overview of past or future trainings, exercises and drills.

1.11.7.7. Additional topics, as requested by the Department.

1.11.8. The Contractor shall ensure the Annual Report is available to HCC Members no later than July 31st each year, or on an otherwise agreed upon date.

1.11.9. The Contractor shall develop and submit additional reports upon request by the Department.

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

1.12. Performance Measures

1.12.1. The Contractor shall collect and update Performance Measure data in in the CAT twice per State Fiscal Year (July 1 – June 30); and prior to the CAT closing dates, in accordance with ASPR requirements.

2. Exhibits Incorporated

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

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes.

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

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

3.2.1. The Contractor shall submit, within 10 days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency;

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

3.3. Credits and Copyright Ownership

3.3.1. 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 a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

4. Records

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

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

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

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

New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response and Recovery Health Care Coalition

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from:
   1.1. The Hospital Preparedness Program (HPP), as awarded on a date to be determined, by the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness & Response (ASPR), CFDA #93.889, FAIN U3REP190580; and
   1.2. The ELC Strike Team Long Term Care & Skilled Nursing Facility, as awarded on October 26, 2021, by the Centers for Disease Control and Prevention, CFDA #93.323, FAIN NU50CK000522.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-4, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month broken out by each funding source.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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

8. Audits

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

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

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

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

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

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

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

8.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

8.5. 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.

New Hampshire Department of Health and Human Services *Complete one budget form for each budget period.*	
Contractor Name:	*Foundation for Healthy Communities*
Budget Request for:	*ALO for EPRR Health Care Coalition - HPP*
Budget Period	*07/1/2022-06/30/2023*
Indirect Cost Rate (If applicable)	10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$182,358
2. Fringe Benefits	$28,435
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$1,500
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$773
6. Travel	$22,500
7. Software	$5,037
8. (a) Other - Marketing/Communications	$36,000
8. (b) Other - Education and Training	$3,750
8.-(c) Other - Other (specify below)	
Rent	$8,405
Telephone including cell phones	$2,708
Audit and Legal	$11,000
Other subcontracted expenses	$256,761
9. Subrecipient Contracts	
Total Direct Costs	$559,227
Total Indirect Costs	$55,773
TOTAL	$615,000

Contractor Initials PA

Date 6/14/2022

New Hampshire Department of Health and Human Services *Complete one budget form for each budget period.*	
Contractor Name:	*Foundation for Healthy Communities*
Budget Request for:	*ALO for EPRR Health Care Coalition - HPP*
Budget Period	*07/1/2023-06/30/2024*
Indirect Cost Rate (If applicable)	10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$299,154
2. Fringe Benefits	$74,694
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$1,500
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,272
6. Travel	$30,000
7. Software	$8,300
8. (a) Other - Marketing/Communications	$45,000
8. (b) Other - Education and Training	$5,000
8. (c) Other - Other (specify below)	
Rent	$13,852
Telephone	$4,464
Audit and Legal	$11,000
subcontracted expenses	$64,992
9. Subrecipient Contracts	
Total Direct Costs	$559,228
Total Indirect Costs	$55,772
TOTAL	$615,000

DS PA

6/14/2022

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Foundation for Healthy Communities*

Budget Request for: *ALO for EPRR Health Care Coalition - SNF*

Budget Period *07/1/2022-06/30/2023*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$54,041
2. Fringe Benefits	$21,027
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1, and Appendix IV to 2 CFR 200.*	$75,000
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$232
6. Travel	$6,750
7. Software	$1,511
8. (a) Other - Marketing/Communications	$5,750
8. (b) Other - Education and Training	$1,125
8. (c) Other - Other (specify below)	
Rent	$2,521
Telephone	$813
sub-contracted expenses	$900,548
Audit and Legal	$2,000
9. Subrecipient Contracts	
Total Direct Costs	$1,071,318
Total Indirect Costs	$99,632
TOTAL	$1,170,950

Contractor Initials PA. 06

Date 6/14/2022

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Foundation for Healthy Communities*

Budget Request for: *ALO for EPRR Health Care Coalition - LTC*

Budget Period *07/1/2022-06/30/2023*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$54,041
2. Fringe Benefits	$21,027
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$75,000
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$232
6. Travel	$6,750
7. Software	$1,511
8.(a) Other - Marketing/Communications	$5,750
8. (b) Other - Education and Training	$1,125
8. (c) Other - Other (specify below)	
Rent	$2,521
Telephone	$813
subcontracted expenses	$856,490
Audit and Legal	$2,000
9. Subrecipient Contracts	
Total Direct Costs	$1,027,260
Total Indirect Costs	$95,226
TOTAL	$1,122,486

Contractor Initials DS PA

Date 6/14/2022

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name: Foundation for Healthy Communities

DocuSigned by:
Signature

6/14/2022
Date

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-I.)

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

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

Vendor Name: Foundation for Healthy Communities

6/14/2022
Date

DocuSigned by:
Name: Peter Ames
Title: Executive Director

DS PA
Vendor Initials
6/14/2022
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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: Foundation for Healthy Communities

6/14/2022
Date

DocuSigned by:
Name: Peter Ames
Title: Executive Director

DS PA
Contractor Initials
6/14/2022
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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: Foundation for Healthy Communities

6/14/2022
Date

DocuSigned by:
Name: Peter Ames
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Foundation for Healthy Communities

6/14/2022
Date

DocuSigned by:
Name: Peter Ames
Title: Executive Director

Contractor Initials PA
Date 6/14/2022

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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	Foundation for Healthy Communities
The State	Name of the Contractor
Patricia M. Tilley	
Signature of Authorized Representative	Signature of Authorized Representative
Patricia M. Tilley	Peter Ames
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/14/2022	6/14/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $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 $26,000, 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 (UEI #)
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: Foundation for Healthy Communities

6/14/22
Date

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 UEI (SAM.gov) number for your entity is: PCUKMCAPNQF8

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov