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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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August 22, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend an existing contract with Partnership for Public Health, Inc. (VC #165635), Laconia, NH, for social isolation reduction strategies to prevent mental, emotional and physical decline for home-based individuals sixty (60) years of age and older, who are socially isolated, by exercising a contract renewal option by extending the completion date from September 30, 2024 to June 30, 2025, effective October 1, 2024, upon Governor and Council approval with no change to the price limitation of \$670,000.

The original contract was approved by the Governor and Executive Council on June 15, 2022 (Item #42), as amended on February 8, 2023 (Item #16), and most recently amended on December 20, 2023 (Item #5A).

EXPLANATION

The purpose of this request is to allow the Contractor to continue providing social isolation strategies to prevent mental, emotional and physical decline of home-based individuals sixty (60) years of age and older, who are socially isolated, and connecting aging individuals, experiencing social isolation and loneliness, with local or statewide activities, programs and services focused on enhancing mental, emotional and physical well-being.

Approximately 150 individuals will be served from October 1, 2024 through June 30, 2025.

The Department will continue to monitor services through the Contractor's required monthly and quarterly reports.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, 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 nine (9) months of the one (1) year and nine (9) months available.

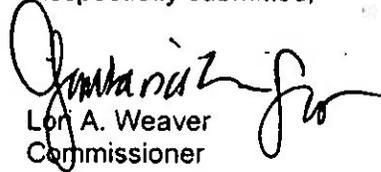
Should the Governor and Council not authorize this request, the Department may be unable to reach individuals 60 years of age or older who are socially isolated and who may

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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experience decreased mental, emotional and physical well-being, which could potentially lead to memory loss, cognitive decline, a need for out of home services, and higher mortality rates..

Area served: Statewide

Respectfully submitted,



Lori A. Weaver
Commissioner

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

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

This Amendment to the Social Isolation Reduction Strategies contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Partnership for Public Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 15, 2022 (Item #42), as amended on February 8, 2023 (Item #16), and as most recently amended on December 20, 2023 (Item #5A), 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; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Modify Exhibit C, Payment Terms, Section 1., to read:
 1. This Agreement is funding by:
 - 1.1. 85% Federal funds:
 - 1.1.1 18% AMERICAN RESCUE PLAN (ARP), as awarded on 5/3/21, 6/2/23, by the US Department of Health & Human Services, Administration for Community Living, ARP TITLE III-E, CFDA 93.052, FAIN 2101NHFCC6.
 - 1.1.2 67% AMERICAN RESCUE PLAN (ARP), as awarded on 5/3/21, 6/2/23, by the US Department of Health & Human Services, Administration for Community Living, ARP TITLE III-B, CFDA 93.044, FAIN 2101NHSSC6.
 - 2.1. 15% General Funds

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 October 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

8/19/2024
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTS

Partnership for Public Health, Inc.

8/19/2024
Date

Signed by:
Tamara Carmichael
Name: Tamara Carmichael
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

8/20/2024

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:

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 PARTNERSHIP FOR PUBLIC HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 21, 2005. 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: 534847

Certificate Number: 0006751452



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 13th day of August A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Trish Stafford hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer as board President of Partnership For Public Health, Inc.
(Corporation/LLC Name)

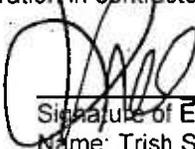
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 22, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Tamera Carmichael, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Partnership for Public Health, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 8.13.24



Signature of Elected Officer

Name: Trish Stafford

Title: Board of Directors President



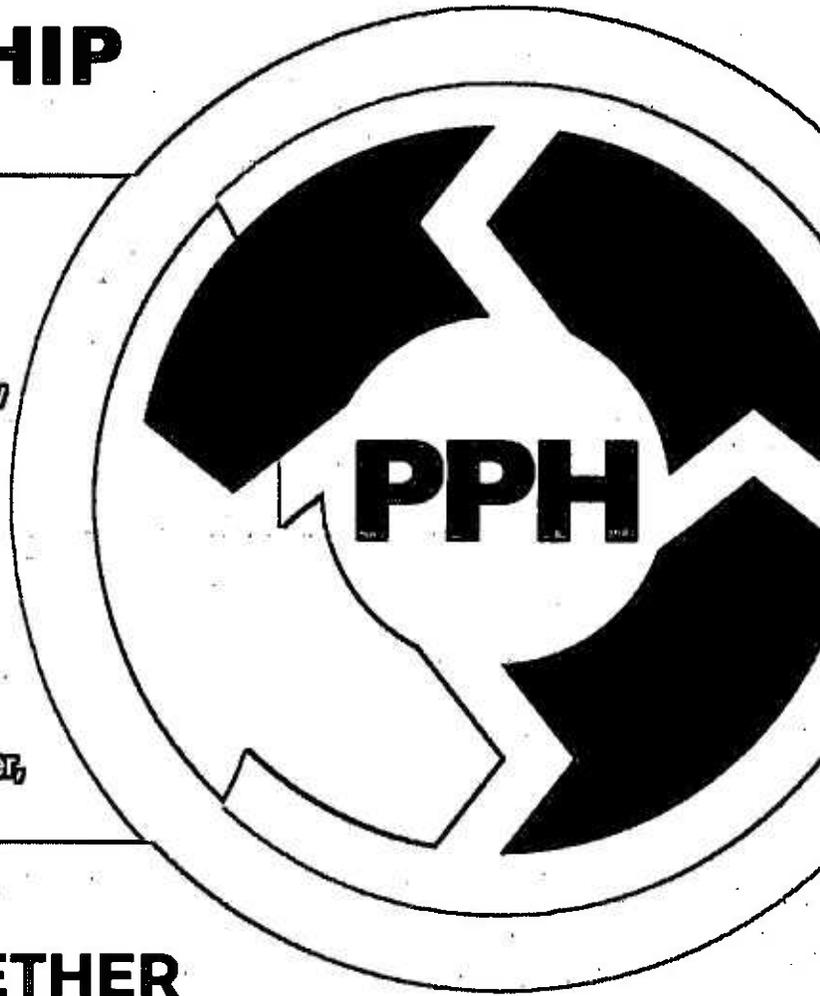
PARTNERSHIP FOR PUBLIC HEALTH

OUR MISSION

To lead and partner in public health strategies across the Lakes Region and New Hampshire for safer and healthier communities.

OUR VISION

Our passionate team connects and leads village of partners who educate, empower, and collaborate on health and wellness initiatives to make our communities healthier, stronger, and safer.



WE'RE BETTER TOGETHER



HUMAN SERVICES

Helping people live and age well with independence.



EMERGENCY PREPAREDNESS

Preparing for, preventing and responding to public health emergencies.



PREVENTION STRATEGIES

Preventing and mitigating substance misuse, suicide and social isolation



WPHC

Building a community that's as healthy and safe as possible

"We build relationships with individuals and organizations in the community to promote and support better health for everyone. Our focus includes linking people to information and resources, substance misuse, healthy eating, active living, health insurance assistance, emergency preparedness, veterans support, and more!"



6023.528.2145



www.pphnh.org



**Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for
Public Health, Inc.**

**Financial Statements
With Schedule of Expenditures of Federal Awards
June 30, 2023 and 2022
and
Independent Auditor's Report**

**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***

**Report on Compliance for Each Major Federal Program
and Report on Internal Control Over Compliance
Required by the Uniform Guidance**

Schedule of Findings and Questioned Costs

**PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
FINANCIAL STATEMENTS
June 30, 2023 and 2022**

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CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Partnership for Public Health, Inc. as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, 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 Partnership for Public Health, Inc.'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 generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Partnership for Public Health Inc.'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 Partnership for Public Health, Inc.'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 auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 17, 2024 on our consideration of Partnership for Public Health, Inc.'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 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 Partnership for Public Health, Inc.'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 Partnership for Public Health, Inc.'s internal control over financial reporting and compliance.

Vashon Clukay & Company PC

Manchester, New Hampshire
April 17, 2024

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Financial Position
June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 299,709	\$ 321,050
Cash, restricted	342,365	206,684
Contributions receivable	439,144	355,207
Prepaid expenses	14,248	13,353
TOTAL CURRENT ASSETS	<u>1,095,466</u>	<u>896,294</u>
PROPERTY AND EQUIPMENT:		
Leasehold improvements	4,561	4,561
Furniture and equipment	23,010	14,510
	<u>27,571</u>	<u>19,071</u>
Less accumulated depreciation	(20,623)	(18,827)
PROPERTY AND EQUIPMENT, NET	<u>6,948</u>	<u>244</u>
OTHER NONCURRENT ASSETS:		
Investments	445,875	77,416
Deposit	8,481	2,981
TOTAL OTHER NONCURRENT ASSETS	<u>454,356</u>	<u>80,397</u>
TOTAL ASSETS	<u>\$ 1,556,770</u>	<u>\$ 976,935</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 30,628	\$ 40,917
Accrued payroll	22,571	56,354
Accrued compensated absences	39,087	28,571
Accrued other expenses	25,104	27,726
Refundable advances from grantors	46,563	26,850
Fiduciary funds	2,120	2,120
TOTAL CURRENT LIABILITIES	<u>166,073</u>	<u>182,538</u>
TOTAL LIABILITIES	<u>166,073</u>	<u>182,538</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	1,041,056	619,674
With donor restrictions:		
Purpose restrictions	349,641	174,723
TOTAL NET ASSETS	<u>1,390,697</u>	<u>794,397</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,556,770</u>	<u>\$ 976,935</u>

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Activities
For the Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
Contributions	\$ 239,566	\$ 37,435
In-kind support	61,609	45,174
Government funds	1,162,874	1,369,668
Private grants and awards	93,195	45,001
Special events		491
Agent fees	78,640	111,105
Miscellaneous income	9,360	11,622
Interest income	6,501	1,556
Employee Retention Credit	452,436	
SBA PPP debt forgiveness		161,204
Net assets released from donor restrictions	<u>198,438</u>	<u>61,807</u>
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	<u>2,302,619</u>	<u>1,845,063</u>
EXPENSES:		
Program services	1,599,799	1,415,282
Management and general	<u>281,438</u>	<u>241,632</u>
TOTAL EXPENSES	<u>1,881,237</u>	<u>1,656,914</u>
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>421,382</u>	<u>188,149</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	17,856	22,450
Government funds	350,000	
Private grants and awards	5,500	84,347
Special events		2,600
Miscellaneous income		504
Net assets released from donor restrictions	<u>(198,438)</u>	<u>(61,807)</u>
INCREASE IN NET ASSETS WITH DONOR RESTRICTIONS	<u>174,918</u>	<u>48,094</u>
CHANGE IN NET ASSETS	596,300	236,243
NET ASSETS, JULY 1	<u>794,397</u>	<u>558,154</u>
NET ASSETS, JUNE 30	<u>\$ 1,390,697</u>	<u>\$ 794,397</u>

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2023

	<u>Program Services</u>	<u>Management and General</u>	<u>Total Expenses</u>
SALARIES AND RELATED EXPENSES:			
Salaries	\$ 883,328	\$ 93,660	\$ 976,988
Employee benefits	84,143	19,389	103,532
Payroll taxes	<u>60,008</u>	<u>14,592</u>	<u>74,600</u>
	<u>1,027,479</u>	<u>127,641</u>	<u>1,155,120</u>
OTHER EXPENSES:			
Contract services	57,759	74,654	132,413
Contract and grant subcontractors	153,767	21,699	175,466
Insurance	12,510		12,510
Occupancy	79,173	21,802	100,975
Operations	30,412	12,321	42,733
Supplies	169,559	13,550	183,109
Travel and meetings	58,562	5,354	63,916
Miscellaneous	10,578	2,621	13,199
Depreciation		1,796	1,796
Total	<u>\$ 1,599,799</u>	<u>\$ 281,438</u>	<u>\$ 1,881,237</u>

See notes to financial statements.

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2022

	<u>Program Services</u>	<u>Management and General</u>	<u>Total Expenses</u>
SALARIES AND RELATED EXPENSES:			
Salaries	\$ 631,864	\$ 191,332	\$ 823,196
Employee benefits	81,934	13,188	95,122
Payroll taxes	<u>48,122</u>	<u>15,829</u>	<u>63,951</u>
	<u>761,920</u>	<u>220,349</u>	<u>982,269</u>
OTHER EXPENSES:			
Contract services	67,243	2,141	69,384
Contract and grant subcontractors	133,025	3,780	136,805
Discretionary funds	125,000		125,000
Insurance	13,016	1,830	14,846
Occupancy	62,919	1,227	64,146
Operations	82,623	8,171	90,794
Supplies	115,609	1,163	116,772
Travel and meetings	53,244	1,042	54,286
Miscellaneous	683	1,567	2,250
Depreciation		<u>362</u>	<u>362</u>
Total	<u>\$ 1,415,282</u>	<u>\$ 241,632</u>	<u>\$ 1,656,914</u>

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Cash Flows
 For the Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 596,300	\$ 236,243
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation	1,796	362
SBA PPP debt forgiveness		(161,204)
Change in assets and liabilities:		
Contributions receivable	(83,937)	80,486
Prepaid expenses	(895)	5,115
Deposit	(5,500)	
Accounts payable	(10,289)	(119,709)
Accrued payroll	(33,783)	10,756
Accrued compensated absences	10,516	(11,464)
Accrued other expenses	(2,622)	(26,732)
Refundable advances from grantors	19,713	(154,038)
Net Cash Provided (Used) by Operating Activities	<u>491,299</u>	<u>(140,185)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from investments		700
Purchase of investments	(368,459)	(25,148)
Purchase of property and equipment	(8,500)	
Net Cash Used by Investing Activities	<u>(376,959)</u>	<u>(24,448)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payment of note payable		(54,996)
Net Cash Used for Financing Activities		<u>(54,996)</u>
Net Increase (Decrease) in Cash	114,340	(219,629)
Cash, beginning of year	<u>527,734</u>	<u>747,363</u>
Cash, ending of year	<u>\$ 642,074</u>	<u>\$ 527,734</u>
Supplemental Disclosures:		
In-kind donations received	\$ 61,609	\$ 45,174
In-kind expenses	(61,609)	(45,174)
	<u>\$ -</u>	<u>\$ -</u>

See notes to financial statements

**PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2023 and 2022**

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Partnership for Public Health, Inc., formerly known as Lakes Region Partnership for Public Health, Inc., (the Entity) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

Accounting Policies

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities, except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. These net assets may be used at the discretion of management and the Entity's Board of Directors.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. The Entity reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the

**PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

For the Years Ended June 30, 2023 and 2022

nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	<u>2023</u>	<u>2022</u>
As presented on the Statements of Financial Position -		
Cash	\$ 299,709	\$ 321,050
Cash, restricted	<u>342,365</u>	<u>206,684</u>
	<u>\$ 642,074</u>	<u>\$ 527,734</u>

Restricted Cash

Restricted cash consists of advanced funding received from the State of New Hampshire for the Integrated Delivery Network (IDN), donor restricted contributions, and fiduciary funds held.

Investments

Investments, which consist of certificates of deposit with terms of 12 to 13 months, are carried at their approximate market value at June 30, 2023 and 2022.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for equipment and major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Leasehold improvements	10-15
Furniture and equipment	5-15

Depreciation expense was \$1,796 and \$362 for the years ended June 30, 2023 and 2022, respectively.

Compensated Absences

Employees of the Entity working full-time, and part-time employees working at least 20 hours per week, are entitled to paid time off (PTO). PTO is earned from the first day of work. A maximum of 160 hours can be earned based on years of service while 80 hours can be carried over and accumulated to the next year. Accumulated PTO is payable upon termination of employment with proper notice. The Entity accrues accumulated PTO wages accordingly and reports the compensated absences liability on the statements of financial position.

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022

Donated Services, Materials and Facilities

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles.

Donated facilities, supplies, equipment and staff support are recorded as "In-kind" contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Entity. Donated goods and professional services are recorded as both revenues and expenses at estimated fair value as of the date such goods or services are received. See Note 10 for additional information.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include salaries, payroll taxes, employee benefits, office supplies, fundraising, operations, and insurance, which are all allocated on the basis of time and effort, as noted previously. In addition, there are some indirect costs which are allocated based on square footage or as a percentage of total expenses.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2023 and 2022, because the management of the Entity believes that all outstanding receivables are fully collectible.

Revenue and Revenue Recognition

The Entity recognizes contributions, donations, and miscellaneous revenue when cash is received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

The Entity also has revenue derived from cost-reimbursable federal grants, which are conditional upon certain performance requirements and/or incurrent of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Entity has met those performance requirements or incurred expenditures in compliance with the specific grant provisions. Amounts received prior to meeting performance requirements or incurring qualifying expenditures are reported as revenue with donor restrictions or refundable advances from grantors, dependent on funding source and right of return. Amounts not yet received, but already awarded are recorded as contributions receivable.

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of June 30, 2023, and accordingly, does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Fair Value of Financial Instruments

Cash and equivalents, investments, contributions receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

NOTE 2—ADOPTION OF ACCOUNTING STANDARDS

In February 2016, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification [ASC] 842, *Leases*) to increase transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the statement of financial position. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. The Entity may from time to time, enter into various agreements as lessee for use of equipment. Management has evaluated its lease agreements and determined that the effect of implementing FASB ASC 842 related to such agreements is immaterial to the financial statements.

NOTE 3—LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. Cash reserves in excess of daily operational needs are invested in certificates of deposit to maximize investment return while maintaining safety and liquidity. In the event the need arises to utilize funds from certificates of deposit prior to maturity for liquidity purposes, such withdrawals could be made from the financial institution, subject to early withdrawal penalty.

**PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

For the Years Ended June 30, 2023 and 2022

The following table reflects the Entity's financial assets as of June 30, 2023 and 2022, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	<u>2023</u>	<u>2022</u>
Cash	\$ 642,074	\$ 527,734
Contributions receivable	<u>439,144</u>	<u>355,207</u>
Total Financial Assets	1,081,218	882,941
Less:		
Net assets with donor restrictions	(349,641)	(174,723)
Refundable advances from grantors	(46,563)	(26,850)
Fiduciary funds	<u>(2,120)</u>	<u>(2,120)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 682,894</u>	<u>\$ 679,248</u>

In the event of an unanticipated liquidity need, the Entity also could draw upon \$125,000 of its available line of credit, as further discussed in Note 5.

NOTE 4—CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits and certificates of deposit are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000. As of June 30, 2023, \$195,875 of the Entity's bank deposits are collateralized by securities held by the bank in the bank's name and as of June 30, 2022, all of the Entity's bank deposits were fully insured.

NOTE 5—REFUNDABLE ADVANCES FROM GRANTORS

Refundable advances from grantors of \$46,563 and \$26,850 as of June 30, 2023 and 2022, respectively, represent unearned grant revenue on contributions from various funding agencies.

NOTE 6—LINE OF CREDIT

The Entity has a \$125,000 line of credit with a local financial institution. The interest rate for the credit line was 10.25% and 6.75% at June 30, 2023 and 2022, respectively. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At both June 30, 2023 and 2022, the balance on the line of credit was \$0.

NOTE 7—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following donor restricted funding at June 30, 2023 and 2022:

**PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)**
For the Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
ServiceLink	\$ 8,688	\$ 9,269
Volunteer CERT	1,477	1,477
Laconia Youth Alliance	19,434	18,786
CERT	36,232	22,035
NH Charitable Foundation	10,090	10,285
DSRIP Incentive	8,017	13,065
IDN - various	65,436	65,436
Gilford Neighbors	1,000	14,063
DMAVS	174,046	
Other	25,221	20,307
Total Net Assets with Donor Restrictions	<u>\$ 349,641</u>	<u>\$ 174,723</u>

NOTE 8—CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2023 and 2022, the Entity recognized revenue of \$1,512,874 (61.1%) and \$1,369,668 (72.4%), respectively, from fees and grants from governmental agencies. Revenue is typically recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. Other support originates from other program services, contributions, in-kind donations, and other income.

NOTE 9—LEASE COMMITMENTS – PRIOR TO ADOPTION OF ASU 2016-02, *Leases (Topic 842)*

The Entity renewed a lease for office space located in Tamworth, NH with monthly lease payments of \$1,479 through June 30, 2022. Lease expense for the year ended June 30, 2022 was \$12,822.

The Entity also has two leases for office spaces in Laconia, NH. The agreements were amended into one lease for the units in Laconia, NH, with payments of \$3,110 through June 30, 2022. Lease expense for the year ended June 30, 2022 was \$37,320.

The Entity entered into a 60-month equipment lease in November 2020 with monthly lease payments of \$495 through December 2021 with percentage increases in Years 2-5 for maintenance and overages of 5%-10%. Lease expense for the year ended June 30, 2022 was \$5,999.

The following is a schedule, by years, of the future minimum payments for operating leases:

Year Ended <u>June 30,</u>	Annual <u>Lease Commitments</u>
2023	\$ 61,245
2024	6,430
2025	6,708
2026	3,427
	<u>\$ 77,810</u>

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2023 and 2022

NOTE 10—DONATED SERVICES, MATERIALS AND FACILITIES

The Entity receives various donated services, materials and facilities. For the years ended June 30, 2023 and 2022, there was \$61,609 and \$45,174, respectively, of in-kind donations recognized as revenue. In-kind donations have been included as functional expenses in these financial statements as follows:

	<u>2023</u>	<u>2022</u>
Contract services	\$ 46,738	\$ 33,152
Contract and grant subcontractors	1,932	
Supplies	1,989	1,072
Operations	<u>10,950</u>	<u>10,950</u>
	<u>\$ 61,609</u>	<u>\$ 45,174</u>

NOTE 11—CONTINGENCIES

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 12—SUBSEQUENT EVENTS

In January 2024, the Entity established Partnership Properties, Inc. and purchased a building and entered into a mortgage for \$540,000 with monthly payments of \$3,852, including interest at 7.00%, through January 2049.

In January 2024, the Entity entered into a lease agreement with Partnership Properties, Inc. to lease office space with monthly payments of \$5,000, through January 31, 2049.

Subsequent events have been evaluated through April 17, 2024 which is the date the financial statements were available to be issued.

SCHEDULE I
PARTNERSHIP FOR PUBLIC HEALTH, INC.
 Formerly known as Lakes Region Partnership for Public Health, Inc.
 Schedule of Expenditures of Federal Awards
 For the Year Ended June 30, 2023

Federal Grantor / Pass-Through Grantor / Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Pass Through Payments from the County of Belknap, New Hampshire			
<i>CDBG Entitlement Grants Cluster:</i>			
COVID-19 - Community Development Block Grants/Entitlement Grants	14.218	CDBG-CV	\$ 16,012
<i>Total CDBG Entitlement Grants Cluster</i>			<u>16,012</u>
Total Department of Housing and Urban Development			<u>16,012</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Pass Through Payments from the State of New Hampshire Department of Health and Human Services			
<i>Aging Cluster:</i>			
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	#2021-DLTSS-08-SERVI-05-A03	15,311
COVID 19 -Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	#2023-BEAS-08-SOCIA-01-A01	74,676
Pass Through Payments from University of New Hampshire			
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	PZL0297	99,810
<i>Total Aging Cluster</i>			<u>189,797</u>
Pass Through Payments from the State of New Hampshire Department of Health and Human Services			
Special Programs for the Aging, Title IV, and Title II, Discretionary Projects	93.048	#2021-DLTSS-08-SERVI-05-A03	<u>29,472</u>
Pass Through Payments from the State of New Hampshire Department of Health and Human Services			
National Family Caregiver Support, Title III, Part E	93.052	#2021-DLTSS-08-SERVI-05-A03	58,849
COVID 19 -National Family Caregiver Support, Title III, Part E	93.052	#2023-BEAS-08-SOCIA-01-A01	20,660
			<u>79,509</u>
Pass Through Payments from the State of New Hampshire Department of Health and Human Services			
Public Health Emergency Preparedness	93.069	#RFA-2023-DPHS-02-REGION-09	<u>54,582</u>
Pass Through Payments from the State of New Hampshire Department of Health and Human Services			
Medicare Enrollment Assistance Program	93.071	#2021-DLTSS-08-SERVI-05-A03	<u>9,988</u>
Pass Through Payments from the State of New Hampshire Department of Health and Human Services			
Immunization Cooperative Agreements	93.268	#RFA-2023-DPHS-02-REGION-09	<u>65,000</u>
Direct Award Program			
Drug-Free Communities Support Program Grants	93.276	#6 NH28CE003102-03-02	<u>117,870</u>
Pass Through Payments from the State of New Hampshire Department of Health and Human Services			
State Health Insurance Assistance Program	93.324	#2021-DLTSS-08-SERVI-05-A03	<u>21,883</u>

See notes to schedule of expenditures of federal awards

SCHEDULE I

PARTNERSHIP FOR PUBLIC HEALTH, INC.

Formerly known as Lakes Region Partnership for Public Health, Inc.

Schedule of Expenditures of Federal Awards (Continued)

For the Year Ended June 30, 2023

Federal Grantor / Pass-Through Grantor / Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
Pass Through Payments from the State of New Hampshire Department of Health and Human Services COVID-19 - Activities to Support State, Tribal, Local or Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	#RFA-2023-DPHS-02-REGION-09	<u>65,390</u>
Pass Through Payments from the National Association of County and City Health Officials COVID-19 - Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health	93.421	#2022-042703	<u>61,073</u>
Pass Through Payments from the State of New Hampshire Department of Health and Human Services Social Services Block Grant	93.667	#2021-DLTSS-08-SERVI-05-A03	<u>132,385</u>
Pass Through Payments from the State of New Hampshire Department of Health and Human Services Opioid STR	93.788	Unknown	<u>19,469</u>
Pass Through Payments from the State of New Hampshire Department of Health and Human Services National Bioterrorism Hospital Preparedness Program	93.889	#RFA-2023-DPHS-02-REGION-09	<u>9,993</u>
Pass Through Payments from the State of New Hampshire Department of Health and Human Services Block Grants for Prevention and Treatment of Substance Abuse	93.959	Unknown	<u>181,157</u>
Pass Through Payments from the State of New Hampshire Department of Health and Human Services Preventive Health and Health Services Block Grant	93.991	Unknown	<u>13,450</u>
Total Department of Health and Human Services			<u>1,051,018</u>
Total Expenditures of Federal Awards			<u>\$ 1,067,030</u>

See notes to schedule of expenditures of federal awards

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2023

NOTE 1—BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of Partnership for Public Health, Inc. under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the 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). Because the Schedule presents only a selected portion of the operations of Partnership for Public Health, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Partnership for Public Health, Inc.

NOTE 2—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule is presented using the accrual basis of accounting, which is described in Note 1 to Partnership for Public Health, Inc.'s financial statements. 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 reimbursements.

NOTE 3—INDIRECT COST RATE

Partnership for Public Health, Inc. has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



CERTIFIED PUBLIC ACCOUNTANTS
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**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**

Independent Auditor's Report

To the Board of Directors
Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America 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 Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 17, 2024.

Report on Internal Control Over Financial Reporting.

In planning and performing our audit of the financial statements, we considered Partnership for Public Health, Inc.'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 Partnership for Public Health, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Partnership for Public Health, Inc.'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 entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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

Report on Compliance and Other Matters

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

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity'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 entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vashon Clukay & Company PC

Manchester, New Hampshire
April 17, 2024



CERTIFIED PUBLIC ACCOUNTANTS
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**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

Independent Auditor's Report

To the Board of Directors
Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Partnership for Public Health, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Partnership for Public Health, Inc.'s major federal programs for the year ended June 30, 2023. Partnership for Public Health, Inc.'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, Partnership for Public Health, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; 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 Partnership for Public Health, Inc. 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 Partnership for Public Health, Inc.'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 Partnership for Public Health, Inc.'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 Partnership for Public Health, Inc.'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 generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Partnership for Public Health, Inc.'s compliance with the requirements of each major federal program as a whole.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Partnership for Public Health, Inc.'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 Partnership for Public Health, Inc.'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 Partnership for Public Health, Inc.'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 a 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.

Vashon Clukay & Company PC

Manchester, New Hampshire
April 17, 2024

**Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2023**

Section I--Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified? _____ yes X no

Significant deficiency(ies) identified? _____ yes X none reported

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards

Internal control over major federal programs:

Material weakness(es) identified? _____ yes X no

Significant deficiency(ies) identified? _____ yes X none reported

Type of auditor's report issued on compliance for major federal 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 federal program(s):

<u>Assistance Listing Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.044	Aging Cluster
93.052	National Family Caregiver Support, Title III, Part E

Dollar threshold used to distinguish between Type A and Type B programs: \$ 750,000

Auditee qualified as low-risk auditee? X yes _____ no

Section II--Financial Statement Findings

There were no findings relating to the financial statements required to be reported by GAGAS.

Section III--Federal Award Findings and Questioned Costs

There were no findings and questioned costs as defined under 2 CFR 200.516(a).

Board of Directors



Trish Stafford
President




Brian Lamontagne
Vice President/Treasurer




Jessica Morton
Secretary/Member at Large




Gwen-Whitney Gill




Margaret Franckhauser




Tim Joubert




Mark Waldner




Lori Nash




WE ARE BETTER TOGETHER

Sarah Stanely




Tamera S. Carmichael

SUMMARY

A Proven program administrator with 29 years of experience developing effective social support programs. Secured over \$1.4 million in program funding to improve the social determinants of health for underserved families and individuals. Served on over 15 boards and coalitions to establish inter-organizational partnerships and foster community collaboration. Supervised 5 diverse programs with 25 team members to create and implement holistic public policies.

EDUCATION

University of South Florida Tampa, FL
Bachelor of Arts in Sociology 1988

Saint Petersburg College Clearwater, FL
Associate of Arts Degree 1986

PROFESSIONAL EXPERIENCE

Partnership for Public Health Inc. Laconia, NH
Executive Director 2020 - Present

- ☛ Strategic planning; grants/contracts; community relations; and resource development leadership
- ☛ Fiscal Oversight for organization's budget exceeding \$3 million
- ☛ Effective management and development more than 20 diverse employees, interns, and volunteers
- ☛ Administration of Regional Public Health Network: CHIP/CHA development and implementation

State of Florida Department of Health Gainesville, FL
Program Development Administrator 2008 – 2020

- ☛ Responsible for development and management of 5 public health programs whose budgets exceed \$2 million
- ☛ Establish and monitor contracts for North Central Florida Health Department Consortium
- ☛ Effective management and development of 25 diverse employees, interns, and volunteers
- ☛ Over 8 years member of CHIP/CHA Steering Committee and Performance Management Council

Bay Area Bail Bonds & Investigations, Inc. Clearwater, FL
Owner/Operator 2001 – 2008

- ☛ Qualified and wrote more than \$2 million monthly in commercial bail indemnities
- ☛ Managed 9 employees of diverse backgrounds as well as payroll, accounts receivable, and accounts payable.
- ☛ Served as Secretary of the Pinellas County Bail Bond Association
- ☛ Used investigation techniques and critical analytical skills to locate and retrieve delinquent sureties

Mease Manor Inc. Dunedin, FL
Social Services Director 1998 – 2001

- ☛ Monitored compliance and documentation per State and Federal Regulations in a long-term care facility
- ☛ Established interdepartmental plans of care for residents and supervised multiple employees of diverse backgrounds and responsibilities
- ☛ Inaugural winner of the Florida Healthcare Association's Social Service Worker of the Year award
- ☛ Established family/caregiver support group
- ☛ Collaborated with community services to provide quality care and ensure psychosocial well-being of residents and responsible parties

Suncoast Hospital

Largo, FL
1993 – 1995

Patient Service Coordinator I

- ✦ Monitored compliance and documentation per State and Federal Regulations in a skilled nursing and acute care facilities
- ✦ Provided individualized discharge planning and interdepartmental coordination for patients
- ✦ On-call rotation as Patient Service Coordinator for all hospital departments (surgery, Maternity, ICU, etc.)

Family Resources, Inc.

St. Petersburg, FL
1990 – 1993

Youth Care Worker III

- ✦ Care and Supervision of children 9-18 years old in a crisis/runaway shelter, phone crisis counsel
- ✦ Supervised staff and volunteers, recruited and trained volunteers, marketing and fund raising
- ✦ Interfaced with law enforcement, child protective services, and victims' advocates
- ✦ Supervised visits with parents and children
- ✦ Completed necessary documentation for a non-profit organization per guidelines

**LICENSURE AND
CERTIFICATIONS**

State of New Hampshire Notary Public
Florida Certified Contract Manager
State Certified Contract Administrator

SKILLS

Soft: Program Development, Employee Recruitment and Empowerment, Community Collaboration, Effective Communication, Public Speaking, Strategic Planning, and Quality Improvement, Leadership
Hard: Microsoft Office Suite, Proprietary Software, Database Management, IS200.b FEMA Emergency Management, Financial Management, Regulatory Compliance, Contract Administration, and Grant Writing

COURTNEY DEVOST



Objective

Hard working business administration graduate with proven human resources and organizational leadership skills. I am seeking a long-term partnership with a business that will increase my personal growth while simultaneously aiding in the advancement and longevity of the company.

Education

MASTER'S | MAY 2023 | PLYMOUTH STATE UNIVERSITY

Pursuing: Master's in Business Administration

BACHELOR'S | SEPTEMBER 2021 | SOUTHERN NEW HAMPSHIRE UNIVERSITY

Major: Business Administration

ASSOCIATE'S | MAY 2018 | NEW HAMPSHIRE TECHNICAL INSTITUTE

Major: Business Administration

Skills & Abilities

CORE COMPETENCIES

- EXCELENT TIME-MANAGEMENT SKILLS
- DETAIL-ORIENTED AND ORGANIZED
- VERBAL AND WRITTEN COMMUNICATION
- DEDICATED TEAM MEMBER
- ADEPT IN TECHNOLOGY
- MS OFFICE PROFICIENT; 70 WPM
- NOTARY OF PUBLIC, STATE OF NH

SKILLS

- FINANCE
 - In-depth financial understanding and well experienced in accounting, financial statements, invoicing, billing, federal and state compliance, as well as handling cash flow and all reporting.
 - Assisting and aiding in any and all functions and tasks requested of the Finance Director.
- Human Resources
 - With overly competent communication skills with employees, management, and directors; adaptability to all situations that arise, utmost confidentiality in all situations necessary and able to determine when confidentiality is required.
 - Assisting and coordinating events, employee training, and any technical training of new systems.

Certifications & Involvement

HUMAN RESOURCES MANAGEMENT CERTIFICATE | APRIL 2022 | UNIVERSITY OF NH

Certification requiring 6 core courses that range from 4-8 hours long, and satisfactory involvement met.

BOARD OF DIRECTORS | SEPTEMBER 2021 | TAPPLY-THOMPSON COMMUNITY CENTER

Involvement with voting rights. Deciding party of the Finance Committee and Policy Committee.

HEAD COACH | OCTOBER 2015 | NEWFOUND MEMORIAL MIDDLE SCHOOL

Head coach of the Newfound Memorial Middle School girls' basketball team.

Experience

HR & OPERATIONS MANAGER | PARTNERSHIP FOR PUBLIC HEALTH | DECEMBER 2021 – PRESENT

FINANCE & COMPLIANCE SPECIALIST | SEPTEMBER 2020 – DECEMBER 2021

- Follow all necessary business policies and accounting practices: seek to improve/update the finance department's overall internal control policy and procedure manual.
- Provides coordination and administrative support at coalition meetings, events, activities, and trainings as assigned and needed.
- Produce and maintain all necessary data, records, and reports as necessitated by funder(s).
- Complete all reporting requirements fully, accurately, and in a timely manner as specified.
- Assists with all human resource functions, including organizing New Hire personnel files, processing background checks, implementing and tracking employee benefits, retirement plans, insurance, and personnel-related activities.
- Perform other related duties as directed within the finance, operations, and HR functions.
- Provide training and educational information regarding any and all HR changes and necessary advancements.
- Process biweekly payroll, benefits, and employee reimbursements timely and accurately.
- Ensure proper backup and retention of account records and files.
- Provide technical assistance to staff with payroll, Excel, other software and hardware.
- Assist with all necessary and requested tasks of the Finance Director, as well as related duties as directed by the Executive Director, including but not limited to finance and HR functions of the organization.
- Maintain all finance, business contracts, and reporting.
- Assist in maintaining and coordinating all operational events within the organization.
- Aiding in process and form creation with the organizational leadership.

LEASING ADMINISTRATIVE SPECIALIST | FORT BLISS FAMILY HOMES | JUNE 2018 – MARCH 2019

- Maintain calendars for the leasing team.
- Draft and complete contracts regularly.
- Assist in telecommunications to prospective residents and assist with assignments of available homes.
- Serve as a point of contact between residents and the community.

- Assisted management directly with marketing and communications.
- Regular data entry and configuration.

ADMINISTRATIVE ASSISTANT | COMMUNITY HEALTH SERVICES NETWORK | APRIL 2017 - MAY 2018

- Attend and take minutes at all Board and Finance meetings as well as various project meetings.
- Draft and proofread letters, emails and documents as well as design spreadsheets, invitations and business materials when needed.
- Create and proofread reports for the Executive Director and other superiors to reflect previous implementation and progress.
- Assist with review and submission of payments and reimbursements through Community Health Services Network.
- Assist with human resource duties such as reviewing resumes, drafting emails for interviews, setting up appointment times and assisting in the interview and hiring processes.
- Coordinate and complete preparation of monthly, quarterly and annual meetings.
- Assist with daily operations within the Community Health Services Network office.

Public Service

BOARD OF DIRECTOR'S MEMBERSHIP | TAPPLY-THOMPSON COMMUNITY CENTER | SEPTEMBER 2021 - PRESENT

- Working directly with the Executive Committee and other members to make well executed judgments regarding the organization and any of its key decisions. While on this board, I am also apart of the following committees:
 - Finance Committee
 - Policy Committee

CARISSA ELPHICK

EDUCATION

University of New Hampshire, Durham, New Hampshire

September 2013

Master of Arts Degree in Justice Studies, (Graduating GPA: 3.92)

Saint Joseph's College of Maine, Standish, Maine

May 2011

Bachelor of Arts Degree in Psychology with Summa Cum Laude Honors (Graduating GPA: 3.90)

EXPERIENCE

Partnership for Public Health, Laconia, NH

Director, Human Service Programs

May 2017- Present

- Responsible for all deliverables associated with ServiceLink Resource Center program, a contract of Bureau of Elderly and Adult Services to include Options Counseling, NH Family Caregiver Program, State Health Insurance Assistance Program, and Veteran-Directed Program. Oversight of two locations in both Belknap and Carroll County;
- Direct supervision of seven employees to include designing and facilitating professional development plans;
- Participated in the development of agency strategic plan and serve as agency lead of all activities related to healthy aging on both a local and statewide level;
- Member of the Winnepesaukee Public Health Council and Carroll County Coalition for Public Health and facilitate a regional collaborative of stakeholders responsible for the goals and objectives in the Community Health Improvement Plan relating to healthy aging;
- Facilitate regional NH CarePath meeting, a statewide and regional partnership dedicated to coordinated access for long term supports and services;
- Effective leader and team member willing to stray from the norm to find creative solutions for best outcomes.
- Advocate coalition building and breaking down silos to move partners closer to an integrated model of care.
- Assist with agency strategic marketing, communication, sustainability, and development plans to include grant writing.

Community Health Services Network LLC, Laconia, NH

Executive Director

August 2020 - Present

- Direct an Integrated Delivery Network (IDN) comprised of 31 healthcare and social service agencies via a Medicaid 1115 waiver providing innovative programs and strategies to transform the delivery of care and improve health outcomes for participants faced with mental health and/or substance use disorders.
- Serve as the face of our IDN for all State, County or media activities. Serve as the communications hub and liaison for partners while working closely with organizational leadership, board of directors, network partners and staff to strategically move and affect project outcomes.
- Manage and direct all fiscal operations, including budget oversight, authorizing expenditures, reimbursements, grant tracking, accounting and coordinating financial reporting.
- Provide oversight of six project workgroups by providing leadership, guidance and technical assistance needed to support teams in meeting project deadlines and goals. Workgroups include HIT, Integrated Health, Workforce, Supportive Community Re-Entry, Expansion in Intensive Outpatient Treatment and Enhanced Care Coordination for High Needs Population. Each project has a specific focus of integrating one's behavioral health needs within their primary care, identifying the social determinants of health and connecting to appropriate social services.

Long Term Support Counselor/Care Transitions Specialist

December 2014 - May 2017

- Perform person- centered options counseling to connect individuals to long term supports and services;
- Screen for eligibility and assist consumers with applications for assistance for state benefits, housing, other community resources;
- Certified State Health Insurance Assistance Program (SHIP) Counselor assisting clients with Medicare related questions and enrollments in cost-saving programs to include assisting low-income individuals and those living in rural locations;
- Assistance with discharge planning and provide follow-up after discharge for high risk patients at Lakes Region General Hospital in order to reduce readmission rates;
- Created and facilitate community wrap-around team consisting of mental health, law enforcement, fire/EMS, healthcare, and social services.

CARISSA ELPHICK

Merrimack County Advocacy Center, Concord, New Hampshire

Program Assistant/Forensic Interviewer

May 2013-November 2014

- Coordinate a multidisciplinary team of 29 law enforcement agencies, child protective service workers, crisis center advocates, prosecutors, mental health professionals, and medical professionals to include facilitating team meetings and case review;
- Coordinate, schedule, and conduct forensic interviews of victims of child abuse and adult sexual assault;
- Creation, coordination, and implementation of outreach and prevention projects;
- Assist in agency sustainability through fundraising and community relationship building.

State of New Hampshire Judicial Branch, Franklin, New Hampshire

Court Assistant II

January 2012-July 2012

- Daily docketing of incoming law enforcement complaints and judicial mail;
- Scheduling hearings and case management on all adoptions, name changes, minor guardianships, and trusts

OTHER NOTABLE EXPERIENCE

- *Advisory Council Member, Tri-State Learning Collaborative on Aging* February 2021
- *Founding Member, Gilford Neighbors* January 2021
- *Ambassador Charting the Life Course*
- *Home and Community Based Services Conference* August 26, 2019
Presenter
- *Founding Board Member, Huggins' Hospital Rural Health Network* November 2018
- *ALS Association of Northern New England Annual Conference* November 2018
Presenter
- *Leadership Lakes Region* Class of 2017
- *State Health Insurance Assistance Program – Program Specialist Certification* 2016
- *NH Public Health Association* November 15, 2016
Presenter
- *Person-Centered Thinking and Options Counseling Certifications* September 2016
- *Certified Resource Specialist for Aging/ Disability (CIRS A/D)* May 2015
- *Forensic Interviewer Training*
- *National Children's Alliance* February 2014
- *Team Facilitator Training*
- *Presented by Northeast Regional Children's Advocacy Center* November 2013
- *Forensic Interviewer Training*
- *Presented by Granite State Children's Alliance* May 2013

NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: Partnership for Public Health, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Tamera Carmichael	Executive Director	14000	97125
Courtney DeVost	Director of Finance and Operations	7051	70512
Carissa Elphick	Deputy Director	6142	61425

ARC

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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
 Commissioner

Melissa A. Hardy
 Director

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

November 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 Long Term Supports and Services, to enter into an amendment to an existing contract with Partnership for Public Health, Inc. (VC#165635) Laconia, NH for social isolation reduction strategies to prevent mental, emotional and physical decline for home-based individuals sixty (60) years of age and older, who are socially isolated, by exercising a contract renewal option by extending the completion date from June 30, 2024 to September 30, 2024, effective July 1, 2024, upon Governor and Council approval with no change to the price limitation of \$670,000. 85% Federal Funds. 15% General Funds.

The original contract was approved by Governor and Council on June 15, 2022, item #42 and most recently amended with Governor and Council approval on February 8, 2023, item #16.

Funds are available in the following account for State Fiscal Year 2024 and State Fiscal Year 2025 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-48-481010-26380000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, GENERAL FUND MATCH FOR ARPA

<u>State Fiscal Year</u>	<u>Class / Account</u>	<u>Class Title</u>	<u>Job Number</u>	<u>Current Budget</u>	<u>Increased (Decreased) Amount</u>	<u>Revised Budget</u>
2023	570-500928	Family Caregiver (TIIE)	48130623	\$160,000	\$ 0	\$160,000
2023	540-500382	Social Service Contracts (TIIB)	48130619	\$87,500	(\$87,500)	\$0
2024	540-500382	Social Service Contracts (TIIB)	48130619	\$422,500	\$0	\$422,500
2025	540-500382	Social Service Contracts (TIIB)	48130619	\$0	\$87,500	\$87,500
			Total	\$670,000	\$ 0	\$670,000

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

EXPLANATION

The purpose of this request is to extend the provision of services connecting older individuals experiencing social isolation with local or statewide activities, programs and services focused on enhancing mental, emotional and physical well-being. The Department is requesting to extend the current expiration date three months from June 30, 2024 to September 30, 2024 to align with the Title IIIB American Rescue Plan Act funding period.

Approximately 150 individuals will be served from July 1, 2024 through September 30, 2024.

The population to be served is sixty (60) years of age and older, who identify as home-based and are experiencing social isolation and loneliness.

The Department will monitor services by reviewing monthly and quarterly reports provided by the Contractor.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, 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 three (3) months of the two (2) years available.

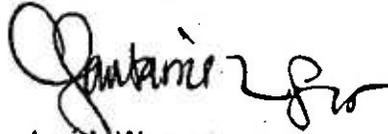
Should the Governor and Council not authorize this request, the Department may be unable to reach individuals aged 60 years or older who are socially isolated and who may experience decreased mental, emotional and physical well-being potentially leading to memory loss, cognitive decline and higher mortality rates.

Area served: Statewide.

Source of Federal Funds: ALN #93.044, FAIN #2101NHSSC6, ALN #93.052, FAIN #2101NHFCC6.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

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

This Amendment to the Social Isolation Reduction Strategies contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Partnership for Public Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 15, 2022, (Item #42), as amended on February 8, 2023 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as 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

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:

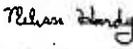
1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2024
2. Modify Exhibit C, Payment Terms, Section 1., Subsection 1.1., Paragraphs 1.1.1. and 1.1.2. to read:
 - 1.1. 82.6% Federal funds:
 - 1.1.1 17.90%, AMERICAN RESCUE PLAN (ARP), as awarded on 5/3/21, by the US Department of Health & Human Services, Administration for Community Living, ARP TITLE III-E, CFDA 93.052, FAIN 2101NHFCC6.
 - 1.1.2 64.70%, AMERICAN RESCUE PLAN (ARP), as awarded on 5/3/21, by the US Department of Health & Human Services, Administration for Community Living, ARP TITLE III-B, CFDA 93.044, FAIN 2101NHSSC6.
 - 1.2 17.4% General Funds

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, 2023, upon Governor and Council approval.

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

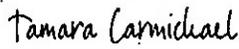
State of New Hampshire
Department of Health and Human Services

11/6/2023
Date

DocuSigned by:

Name: Melissa Hardy
Title: Director, DLSS

11/5/2023
Date

Partnership for Public Health, Inc.

DocuSigned by:

Name: Tamara Carmichael
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

11/7/2023

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:

JAN 18 '23 PM 2:45 RCVD

ARC

16



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES**

Lori A. Weaver
Interim Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext 5034

Melissa A. Hardy
Director

Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 17, 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 Long Term Supports and Services, to enter into a **Sole Source** amendment to an existing contract with Partnership for Public Health, Inc. (VC#165635), Laconia, NH, to add funding to expand social isolation reduction strategies to prevent mental, emotional and physical decline for individuals 60 years of age and older, who identify as home-based, or who are otherwise socially isolated, by increasing the price limitation by \$350,000 from \$320,000 to \$670,000 with no change to the contract completion date of June 30, 2024, effective upon Governor and Council approval. 85% Federal Funds and 15% General Funds.

The original contract was approved by Governor and Council on June 15, 2022, item #42.

Funds are available in the following account 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.

05-95-48-481010-26380000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, GENERAL FUND MATCH FOR ARPA

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	570-500928	Contracts for Opr Svc	48130623	\$160,000	\$0	\$160,000
2023	540-500382	Social Service Contracts (TIIIB)	48130619	\$0	\$87,500	\$87,500
2024	540-500382	Social Service Contracts (TIIIB)	48130619	\$160,000	\$262,500	\$422,500
			Total	\$320,000	\$350,000	\$670,000

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

EXPLANATION

This request is **Sole Source** because the Department is requesting to add more than 10% of the dollar amount of the original contract, which was originally selected through a competitive bid process using a Request for Proposals. The Department is able to add to this contract due to available funds within the Title IIIB American Rescue Plan Act funding. This will allow the Contractor to provide additional programs and services to a minimum of six new and existing community based organizations, such as senior centers, towns, libraries, and community centers, to increase capacity to offer programming and services that will focus on reducing experiences of social isolation and loneliness that were exacerbated during the COVID-19 pandemic. Through this contract, agencies will have increased capacity to provide additional sustainable programs and services that utilize different modalities.

The Contractor is currently providing a statewide program to connect older individuals experiencing social isolation with local or statewide activities, programs, and services that are focused on enhancing mental, emotional and physical well-being. The Contractor will conduct a statewide needs assessment, collaborate with community partners to develop a resource library, conduct outreach activities to the target population and market statewide activities, programs and services. The Contractor will increase these services around the State by collaborating with new and existing organizations to focus on strategies which will further help to alleviate social isolation and/or loneliness for individuals. Social isolation is one of the most common problems affecting older adults, which has been exacerbated by the COVID-19 pandemic. Social isolation impacts mental, emotional and physical well-being and may result in the loss of social resources.

Approximately 800 individuals will be served during State Fiscal Years 2023 and 2024.

The Department will monitor services by reviewing the monthly and quarterly reports provided by the Contractor.

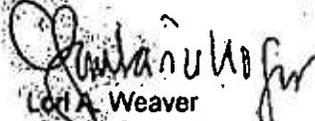
Should the Governor and Council not authorize this request, the Department will be unable to expand social isolation reduction strategies and will be unable to reach additional individuals 60 years of age and older, who identify as home-based, or are otherwise socially isolated and may experience decreased mental, emotional and physical well-being which could potentially lead to cognitive decline, poor memory, and higher mortality rates.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.044, FAIN #2101NHSSC6; and Assistance Listing Number #93.052, FAIN #2101NHFCC6.

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
Interim Commissioner

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

This Amendment to the Social Isolation Reduction Strategies contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Partnership for Public Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 15, 2022, (Item #42), 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:
\$670,000
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, Section 1, Subsection 1.14. through 1.20. to read:
 - 1.14. The Contractor shall collaborate with a minimum of six new and existing organizations to increase the subcontracted organization's capacity to offer programming and services to reduce experiences of social isolation and loneliness that were exacerbated during the COVID-19 Epidemic. The organizations may include but are not limited to:
 - 1.14.1. Senior centers.
 - 1.14.2. Town governments.
 - 1.14.3. Libraries.
 - 1.14.4. Other community centers.
 - 1.15. The Contractor shall collaborate with new and existing organizations for one or more of the following purposes:
 - 1.15.1. Operating costs for the provision of programming or services that include:
 - 1.15.1.1. Existing operating costs recognizing that typical income sources were negatively impacted during the pandemic.
 - 1.15.1.2. Expanded programming or services to meet enhanced need because of the pandemic.
 - 1.15.2. Capital improvement projects that that serve to mitigate the spread of COVID-19 or expand or increase the efficiency of programming and services for older persons.
 - 1.15.3. Technology purchases that enable older adults to increase engagement with the organization, the community, their social network, or healthcare providers.
 - 1.15.4. Other equipment purchases that enable or enhance programming or services for older adults.
 - 1.16. The Contractor shall provide technical assistance to the subcontracted organizations or other

entities interested in developing and implementing programs to prevent social isolation and loneliness.

- 1.17. The Contractor shall submit all subcontracts to the Department for review and approval within 30 days of the Agreement effective date.
- 1.18. To ensure activities, programs and services can continue beyond the completion date of this Agreement, the Contractor shall:
 - 1.18.1. Engage interns to reassess and modify the webpage, and update materials as needed to promote continued awareness and access of available activities;
 - 1.18.2. Inform all ServiceLink Resource Centers and Public Health Networks regarding program updates during regularly scheduled statewide meetings; and
 - 1.18.3. Incorporate social isolation reduction strategies into the vaccine education and awareness center, which is in development with the Department, ServiceLink, and the Center on Aging and Community Living at UNH.

1.19. Reporting

- 1.19.1. The Contractor shall submit monthly reports to ensure program compliance which include, but are not limited to:
 - 1.19.1.1. Number of participants in the previous month;
 - 1.19.1.2. Age ranges of participants as follows:
 - 1.19.1.2.1. 60-69
 - 1.19.1.2.2. 70-79
 - 1.19.1.2.3. 80-89
 - 1.19.1.2.4. 90+
 - 1.19.1.3. Source and number of referrals based on outreach;
 - 1.19.1.4. Dates and contacts made to individuals assisted; and
 - 1.19.1.5. Number of activities, programs and services provided, and the number of participants for each.
- 1.19.2. The Contractor shall provide quarterly reporting on pre- and post- survey results to demonstrate program effectiveness.
- 1.19.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.20. Performance Measures

- 1.20.1. The Contractor shall demonstrate the following performance indicator through pre- and post-surveys:
 - 1.20.1.1. 60% of individuals report a positive outlook on their quality of life as it pertains to social isolation.
- 1.20.2. The Department will monitor Contractor performance by reviewing the monthly and quarterly reports submitted by the Contractor.

4. Modify Exhibit C, Payment Terms, Section 1, to read:

1. This Agreement is funded by:

1.1. 82.6% Federal funds:

1.1.1. 17.9%, AMERICAN RESCUE PLAN (ARP), as awarded on 4/1/21, by the US Department of Health & Human Services, Administration for Community Living, ARP TITLE III-E, CFDA 93.052, FAIN 2101NHFFC6.

1.1.2. 64.7%, AMERICAN RESCUE PLAN (ARP), as awarded on 4/1/21, by the US Department of Health & Human Services, Administration for Community Living, ARP TITLE III-B, CFDA 93.044, FAIN 2101NHSSC6.

1.2. 17.4% General funds.

5. Modify Exhibit C-1, Budget, in its entirety and replace with Exhibit C-1, Budget, Amendment 1, which is attached hereto and incorporated by reference herein.

6. Modify Exhibit C-2, Budget, in its entirety and replace with Exhibit C-2, 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

1/5/2023

Date

DocuSigned by:

Melissa Hardy

Name: MELISSA Hardy

Title: Director, DLTSS

Partnership for Public Health, Inc.

1/5/2023

Date

DocuSigned by:

Tamera Carmichael

Name: Tamera Carmichael

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

1/9/2023

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 Complete one budget form for each budget period. Contractor Name: <i>Partnership for Public Health, Inc.</i> Budget Request for: <i>Social Isolation Reduction Strategies</i> Budget Period: <i>SFY 2023</i> Indirect Cost Rate (if applicable) <i>13.00%</i>	
Line Item:	Program Cost - Funded by DHHS:
1. Salary & Wages	\$98,750
2. Fringe Benefits	\$20,795
3. Consultants	\$2,748
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$840
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$4,645
6. Travel	\$2,500
7. Software	\$878
8. (a) Other - Marketing/Communications	\$19,842
8. (b) Other - Education and Training	\$1,242
8. (c) Other - Meeting Expenses	\$2,235
Occupancy	\$8,995
Telephone	\$1,265
Postage	\$153
Subscriptions	\$780
Audit and Legal	\$1,958
Insurance	\$1,245
9. Subrecipient Contracts	\$50,252
Total Direct Costs	\$219,123
Total Indirect Costs	\$28,377
TOTAL	\$247,500

1/5/2023

BT-1.0

Exhibit C-2, Budget, Amendment 1

RFP-2023-BEAS-08-SOCIA-01-A01

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Partnership for Public Health, Inc.</u> Budget Request for: <u>Social Isolation Reduction Strategies</u> Budget Period <u>SFY 2024</u> Indirect Cost Rate (if applicable) <u>13.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$189,072
2. Fringe Benefits	\$47,023
3. Consultants	\$5,246
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$936
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$4,645
6. Travel	\$3,300
7. Software	\$1,878
8. (a) Other - Marketing/Communications	\$15,342
8. (b) Other - Education and Training	\$10,000
8. (c) Other - Meeting Expenses	\$2,235
Occupancy	\$10,795
Telephone	\$2,654
Postage	\$380
Subscriptions	\$500
Audit and Legal	\$2,472
Insurance	\$2,042
9. Subrecipient Contracts	\$75,481
Total Direct Costs	\$374,001
Total Indirect Costs	\$48,499
TOTAL	\$422,500

TC

1/5/2023

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42
BPC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shilbette
Commissioner

Melissa A. Hardy
Director

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

May 23, 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 Long Term Supports and Services, to enter into a contract with Partnership for Public Health, Inc. (VC#165635), Laconia, NH, in the amount of \$320,000 to reduce social isolation in order to prevent mental, emotional and physical decline for individuals 60 years of age and older, who identify as home-based, or who are otherwise socially isolated, with the option to renew for up to two (2) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 80% Federal Funds. 20% General 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.

06-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, GENERAL FUND MATCH FOR ARPA (ARPA GRANTS)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	570-500928	Family Caregiver (TIIE)	48130623	\$160,000
2024	540-500382	Social Service Contracts (TIIB)	48130619	\$160,000
			Subtotal	\$320,000

EXPLANATION

The purpose of this request is to reduce social isolation in order to prevent mental, emotional and physical decline for individuals 60 years of age and older, who identify as home-based, or who are otherwise socially isolated.

Approximately 500 individuals will be served during State Fiscal Years 2023 and 2024.

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

Social isolation is one of the most common problems affecting older adults, and it has been exacerbated by the COVID-19 pandemic. Social isolation impacts mental, emotional and physical well-being and may result in the loss of social resources. It is also linked to cognitive decline, poor memory, and higher mortality rates in older adults. The Contractor will develop a statewide program to connect older individuals experiencing social isolation with local or statewide activities, programs and services that are focused on enhancing mental, emotional and physical well-being. The Contractor will conduct a statewide needs assessment; collaborate with community partners to develop a resource library; conduct outreach activities to the target population and market statewide activities, programs and services.

The Department will monitor services by reviewing the monthly and quarterly reports provided by the Contractor.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from February 17, 2022 through April 5, 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, Paragraph 1.2. of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

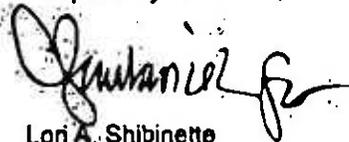
Should the Governor and Council not authorize this request, individuals 60 years of age and older, who identify as home-based, or who are otherwise socially isolated may experience decreased mental, emotional and physical well-being which could potentially lead to cognitive decline, poor memory, and higher mortality rates.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.044, FAIN #2101NHSSC6; and Assistance Listing Number #93.052, FAIN #2101NHFCC6

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

Respectfully submitted,



Lon 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 # RFP-2023-BEAS-08-SOCIA
Project Title Social Isolation Reduction Strategies

	Maximum Points Available	Maximum	Mill Creek Counseling & Family Services	Partnership for Public Health, Inc.'s
Technical				
Program Impact (Q1)	40	35	33	38
Program Variety and Availability (Q2)	45	42	35	45
Program Modalities (Q3)	25	22	21	25
Policies and Protocols (Q4)	15	14	12	15
Needs Assessment (Q5)	50	48	42	50
Outreach (Q6)	35	33	33	33
Marketing (Q7)	20	20	18	18
Survey Tools (Q8)	30	29	30	30
Sustainability Plan (Q9)	10	10	9	9
Subtotal - Technical	270	253	231	263
Cost				
Budget (Appendix D)	70	19	48	60
Program Staff List (Appendix E)	30	15	20	30
Subtotal - Cost	100	34	68	90
TOTAL POINTS	370	287	299	353

Reviewer Name
1 Jean Crouch
2 Brian Clark
3 Tina Goulet

Title
Community Based Program Sup.
Policy Administrator
Manager Family Caregiver Supports

Subject: Social Isolation Reduction Strategies (RFP-2023-BEAS-08-SOCIA-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 Partnership for Public Health, Inc.		1.4 Contractor Address 67 Water Street, Suite #105 Laconia, NH 03246	
1.5 Contractor Phone Number (603) 528-2145	1.6 Account Number 05-95-48-481010-2638	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$320,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Tamera Carmichael</i> Date: 5/27/2022		1.12 Name and Title of Contractor Signatory Tamera Carmichael Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Christine Santaniello</i> Date: 6/1/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commission	
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: <i>Robyn Quino</i> On: 6/1/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Social Isolation Reduction Strategies**

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 two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and 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
Social Isolation Reduction Strategies**

EXHIBIT B

Scope of Services

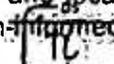
1. Statement of Work

- 1.1. The Contractor shall provide social isolation reduction strategies in this Agreement to individuals 60 years and older, who identify as home-based, defined as: requiring substantial effort or assistance to leave home, leaving home briefly and/or infrequently, or leaving home only when in need of medical care; or who are otherwise experiencing social isolation.
- 1.2. The Contractor shall ensure services are available statewide.
- 1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.
- 1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 4 PM.
- 1.5. The Contractor shall develop a statewide program to connect individuals experiencing social isolation with local or statewide activities, programs and services that are focused on enhancing mental, emotional and physical well-being. The Contractor shall:
 - 1.5.1. Market and promote existing available services to the target population through methods most appealing and effective for this group;
 - 1.5.2. Increase and expand access to programming that targets the most consistent gap across the State;
 - 1.5.3. Increase and expand access to evidence-based programming designed to achieve the greatest intended outcomes;
 - 1.5.4. Increase and expand access to programming by decreasing barriers and/or providing needed tools for accessing programs;
 - 1.5.5. Increase and expand access to programming by ensuring a variety of options are made available to the target population;
 - 1.5.6. Diminish risk factors that contribute to feelings of social isolation, and foster protective factors to increase mental, emotional, and physical well-being; and
 - 1.5.7. Utilize a Diversity, Equity, and Inclusion (DEI) consultant to ensure diversity, equity and inclusion quality control is applied throughout the project.
- 1.6. The Contractor shall conduct a statewide needs assessment and gap analysis to determine tools and resources available to individuals who identify as being home-based or otherwise isolated. The Contractor shall:
 - 1.6.1. Identify individuals who may be experiencing isolation;
 - 1.6.2. Determine programs that the target population identifies as helpful in

**New Hampshire Department of Health and Human Services
Social Isolation Reduction Strategies**

EXHIBIT B

reducing social isolation and improving mental, emotional and physical well-being;

- 1.6.3. Determine gaps and barriers experienced by individuals;
- 1.6.4. Determine diversity and equity deficits and strategies to alleviate those deficits;
- 1.6.5. Determine what tools are needed by individuals to participate in activities, programs and services;
- 1.6.6. Collaborate with the Department to determine what resources and trainings are available to assist individuals with access to programming from the comfort of their homes.
- 1.6.7. Determine methods, areas of the state to cover, and final approach to conducting the statewide needs assessment;
- 1.6.8. Develop a structured survey tool, tailored to both the target population and service providers, to address the need for services, available services, and access to services, including internet and phone;
- 1.6.9. Identify appropriate languages and associated interpreters to assist with conducting the survey;
- 1.6.10. Conduct an online assessment of services by area of the state, and/or national service offerings and NH's utilization of these services;
- 1.6.11. Conduct at least 30 half-hour structured interviews with the target population and service providers;
- 1.6.12. Conduct at least five (5) focus groups, with the target population and service providers, using the survey tool to facilitate discussion;
- 1.6.13. Collate the results of the survey; and
- 1.6.14. Complete a NH Needs Assessment report identifying the needs, gaps in services, access and available programs.
- 1.7. The Contractor shall provide telephone and online activities, education, and/or an assortment of support groups for older adults, from the comfort of their home, in order to enhance mental, emotional and physical well-being. The Contractor shall ensure:
 - 1.7.1. A variety of programming is available at various times in order to promote optimum participation;
 - 1.7.2. Activities promote social connections among participants; and
 - 1.7.3. All activities and services are safe for individuals ages 60 and older.
- 1.8. The Contractor shall collaborate with community partners, including, but not limited to Service Link Resource Centers, Public Health Networks and local libraries, to develop and implement a resource library of research 

**New Hampshire Department of Health and Human Services
Social Isolation Reduction Strategies**

EXHIBIT B

activities, programs, services and support groups. The Contractor shall:

- 1.8.1. Create a rubric detailing each region's variety and modality of programs; times offered; promotion of social connection; and age appropriateness;
 - 1.8.2. Include instructions on how to register for each activity, program or service by phone or online, as appropriate;
 - 1.8.3. Use evidence-based research to determine the effectiveness of programs; and
 - 1.8.4. Update the library on a quarterly basis.
- 1.9. The Contractor shall maintain program policies and protocols that are understandable and culturally effective for program participants from diverse backgrounds. The Contractor shall ensure key elements include, but are not limited to:
- 1.9.1. All payors, including individuals who access state or federally supported programs and/or use their own financial resources, are served.
 - 1.9.2. Individuals accessing Long-term Services and Supports (LTSS) receive person-centered services.
 - 1.9.3. Limited English Proficient individuals receive communication access services according to the Contractor's Language Assistance Plan.
- 1.10. The Contractor shall conduct outreach to individuals interested in increasing their social engagement and/or participation in telephone or online activities, education, and/or an assortment of support groups. The Contractor shall:
- 1.10.1. Develop a webpage for the target population to access a variety of information focused on social engagement;
 - 1.10.2. Develop a communication toolkit with multiple modes of media, including, but not limited to:
 - 1.10.2.1. Handouts.
 - 1.10.2.2. QR codes.
 - 1.10.2.3. Social media post samples.
 - 1.10.2.4. Press releases.
- 1.11. The Contractor shall collaborate with community partners to market statewide activities, programs and services that are focused on enhancing mental, emotional and physical well-being for the target population. The Contractor shall:
- 1.11.1. Develop a marketing plan, to be approved by the Department, for the target population that includes, but is not limited to:

**New Hampshire Department of Health and Human Services
Social Isolation Reduction Strategies
EXHIBIT B**

- 1.11.1.1. Social media;
- 1.11.1.2. Print advertising;
- 1.11.1.3. Radio; and
- 1.11.1.4. Grassroots community organizing;
- 1.11.2. Market the communication toolkit to the ServiceLink Resource Centers and Public Health Networks in order to leverage public health council partners and other community partnerships;
- 1.11.3. Develop a partnership with the State Library Association in order to be a resource of information for distribution to its members;
- 1.11.4. Collaborate with the Meals on Wheels program to provide promotional materials;
- 1.11.5. Leverage grassroots and community-based organizations, and statewide partners to advance the promotion of available activities to potential participants.
- 1.12. The Contractor shall conduct pre- and post-surveys that measure an individual's outlook on their quality of life as it pertains to social isolation. The Contractor shall ensure:
 - 1.12.1. The Adult Well-Being Assessment is consistently used with all program participants.
- 1.13. The Contractor shall ensure an independent evaluation of the project is conducted. The Contractor shall ensure evaluators:
 - 1.13.1. Meet with the Contractor throughout the strategy development process to identify methods of evaluating the project, including, but not limited to:
 - 1.13.1.1. The number of individuals who use a system once.
 - 1.13.1.2. The number of repeat users.
 - 1.13.1.3. The impact on users' feelings of isolation/inclusion.
 - 1.13.2. Implement appropriate and effective evaluation tools and processes for the project;
 - 1.13.3. Provide ongoing verbal reports, to the Contractor, on the outcomes of the evaluations, and advises on methods to improve the evaluations, as needed; and
 - 1.13.4. Draft a comprehensive report based on the evaluation findings.
- 1.14. The Contractor shall submit all subcontracts to the Department for review and approval within 30 days of the Agreement effective date.
- 1.15. To ensure activities, programs and services can continue beyond the

**New Hampshire Department of Health and Human Services
Social Isolation Reduction Strategies**

EXHIBIT B

completion date of this Agreement, the Contractor shall:

1.15.1. Engage interns to reassess and modify the webpage, and update materials as needed to promote continued awareness and access of available activities;

1.15.2. Inform all ServiceLink Resource Centers and Public Health Networks regarding program updates during regularly scheduled statewide meetings; and

1.15.3. Incorporate social isolation reduction strategies into the vaccine education and awareness center, which is in development with the Department, ServiceLink, and the Center on Aging and Community Living at UNH.

1.16. Reporting

1.16.1. The Contractor shall submit monthly reports to ensure program compliance which include, but are not limited to:

1.16.1.1. Number of participants in the previous month;

1.16.1.2. Age ranges of participants as follows:

1.16.1.2.1. 60-69

1.16.1.2.2. 70-79

1.16.1.2.3. 80-89

1.16.1.2.4. 90+

1.16.1.3. Source and number of referrals based on outreach;

1.16.1.4. Dates and contacts made to individuals assisted; and

1.16.1.5. Number of activities, programs and services provided, and the number of participants for each.

1.16.2. The Contractor shall provide quarterly reporting on pre- and post-survey results to demonstrate program effectiveness.

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

1.17. Performance Measures

1.17.1. The Contractor shall demonstrate the following performance indicator through pre- and post-surveys:

1.17.1.1. 60% of individuals report a positive outlook on their quality of life as it pertains to social isolation.

1.17.2. The Department will monitor Contractor performance by reviewing the monthly and quarterly reports submitted by the Contractor.

**New Hampshire Department of Health and Human Services
Social Isolation Reduction Strategies**

EXHIBIT B

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

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

**New Hampshire Department of Health and Human Services
Social Isolation Reduction Strategies**

EXHIBIT B

- 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.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon

**New Hampshire Department of Health and Human Services
Social Isolation Reduction Strategies**

EXHIBIT B

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
Social Isolation Reduction Strategies**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 80% Federal funds:
 - 1.1.1. 42.5%, AMERICAN RESCUE PLAN (ARP), as awarded on 4/1/21, by the US Department of Health & Human Services, Administration for Community Living, ARP TITLE III-E, CFDA 93.052, FAIN 2101NH FCC6.
 - 1.1.2. 37.5%, AMERICAN RESCUE PLAN (ARP), as awarded on 4/1/21, by the US Department of Health & Human Services, Administration for Community Living, ARP TITLE III-B, CFDA 93.044, FAIN 2101NH SSC6.
 - 1.2. 20% General funds.
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-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

**New Hampshire Department of Health and Human Services
Social Isolation Reduction Strategies
EXHIBIT C**

Financial Manager
Department of Health and Human Services
105 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.

**New Hampshire Department of Health and Human Services
Social Isolation Reduction Strategies
EXHIBIT C**

- 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. 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.

BT-1.0

Exhibit C-1:

RFP-2023-BEAS-08-SOCIA-01

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Partnership for Public Health, Inc.</u> Budget Request for: <u>Social Isolation Reduction Strategies</u> Budget Period <u>SFY 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$57,150
2. Fringe Benefits	\$17,095
3. Consultants	\$2,235
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$516
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$4,645
6. Travel	\$1,500
7. Software	\$378
8. (a) Other - Marketing/Communications	\$15,342
8. (b) Other - Education and Training	\$500
8. (c) Other - Other (specify below)	
Occupancy	\$5,530
Telephone	\$1,265
Postage	\$153
Subscriptions	\$272
Audit and Legal	\$1,974
Insurance	\$957
9. Subrecipient Contracts	\$33,000
Total Direct Costs	\$142,512
Total Indirect Costs	\$17,488
TOTAL	\$160,000

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5/27/2022

BT-1.0

Exhibit C-2

RFP-2023-BEAS-08-SOCIA-01

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: <i>Partnership for Public Health, Inc.</i>	
Budget Request for: <i>Social Isolation Reduction Strategies</i>	
Budget Period <i>SFY 2024</i>	
Indirect Cost Rate, (if applicable) <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$64,130
2. Fringe Benefits	\$17,095
3. Consultants	\$2,235
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$516
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,000
6. Travel	\$1,500
7. Software	\$378
8. (a) Other - Marketing/Communications	\$13,242
8. (b) Other - Education and Training	\$500
8. (c) Other - Other (specify below)	
Occupancy	\$5,530
Telephones	\$1,265
Postage	\$153
Subscriptions	\$272
Audit and Legal	\$1,974
Insurance	\$957
9. Subrecipient Contracts	\$31,765
Total Direct Costs	\$142,512
Total Indirect Costs	\$17,488
TOTAL	\$160,000

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5/27/2022

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Vendor Name: Partnership for Public Health, Inc.

5/27/2022

Date

DocuSigned by:

Tamera Carmichael

Name: Tamera Carmichael

Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Partnership for Public Health, Inc.

5/27/2022

Date

DocuSigned by:

Tamera Carmichael

Name: Tamera Carmichael

Title: Executive Director

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Vendor Initials

5/27/2022

Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

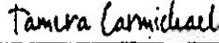
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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

5/27/2022
Date

DocuSigned by:

 Name: Tamara Carmichael
 Title: Executive Director

Contractor Initials 
 Date 5/27/2022



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



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

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

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

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

Contractor Name: Partnership for Public Health, Inc.

5/27/2022

Date

DocuSigned by:

Tamera Carmichael

Name: Tamera Carmichael

Title: Executive Director

Exhibit G

Contractor Initials

TC

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Withdrawal protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Partnership for Public Health, Inc.

5/27/2022

Date

DocuSigned by:

Tamera Carmichael

Name: Tamera Carmichael

Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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Contractor Initials

TC
Date 5/27/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity.

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date 5/27/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services

The State of

Christine Santaniello

Signature of Authorized Representative

Christine Santaniello

Name of Authorized Representative
Associate Commissioner

Title of Authorized Representative

6/1/2022

Date

Partnership for Public Health, Inc.

Name of the Contractor

Tamera Carmichael

Signature of Authorized Representative

Tamera Carmichael

Name of Authorized Representative

Executive Director

Title of Authorized Representative

5/27/2022

Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

Contractor Name: Partnership for public health, Inc.

5/27/2022

Date

DocuSigned by:

Tamera Carmichael

Name: TAMERA CARMICHAEL

Title: Executive Director

TC

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 786707856

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?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

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

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

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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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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

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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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- 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

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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