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State of New Hampshire
GO-NORTH
Governor's Office of New Opportunities & Rural Transformational Health

February 20, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Governor's Office of New Opportunities & Rural Transformational Health (GO-NORTH), to enter into a **Sole Source** contract with New Hampshire Community Development Finance Authority (CDFA) (VC#177292), Concord, NH, in the amount of $223,240,000 to administer the Rural Health Capital Improvement Investment Program to fund infrastructure projects that improve access to essential services and strengthen rural health and child care providers, effective upon Governor and Executive Council approval through September 30, 2031. 100% Federal Funds.
2. Further authorize an advance payment, subject to GO-NORTH prior approval, and in accordance with 2 C.F.R Part 200, for services and activities provided within the scope of this Agreement and in accordance with the payment terms of the contract, effective upon Governor and Executive Council approval through September 30, 2031.100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2026 and 2027, and are anticipated to be available upon the availability and continued acceptance of funds by the Fiscal Committee of the General Court and the Governor and Executive Council, 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.

01-02-02-020310-60840000 General Government, Executive Department, Executive Department, GO-NORTH, GO-NORTH

State Fiscal Year	Class / Account	Class Title	Amount
2026	74-500585	Grants for Public Relief	$43,810,000
2027	74-500585	Grants for Public Relief	$43,810,000
2028	74-500585	Grants for Public Relief	$43,810,000
2029	74-500585	Grants for Public Relief	$43,810,000
2030	74-500585	Grants for Public Relief	$48,000,000
		Total	**$223,240,000**

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EXPLANATION

This request is a **Sole Source** because the State has received approval from the Centers for Medicare & Medicaid Services (CMS) to enter into a sole source agreement with the Contractor. The agreement is essential to facilitate investments in capital improvements for rural communities. The Contractor, established by the New Hampshire legislature as an instrumentality of the State, provides technical and financial resources to support community and infrastructure initiatives. With over 40 years of experience managing complex funding programs, the Contractor has the infrastructure, financial controls, and expertise to administer applications, process reimbursements, and oversee statewide capital improvement projects. This includes monitoring construction, equipment, and infrastructure investments that modernize facilities, ensure health and safety compliance, and promote sustainability, energy efficiency, and workforce development. As a result, the Contractor was approved to manage and distribute Rural Health Transformation grant funds through the Rural Health Capital Improvement Investment Program, ensuring fair, efficient implementation in full compliance with federal and state requirements.

The purpose of this request is to authorize the Contractor to manage and distribute funds through the Rural Health Capital Improvement Investment Program. This program is designed to strengthen rural health systems and childcare facilities by funding minor renovations, equipment purchases, and infrastructure upgrades. These improvements will expand access to essential services, modernize aging facilities, and enhance service capacity. Working in collaboration with GO-NORTH, the Contractor will provide strong oversight, accurate reporting, and ensure compliance with all federal and state regulations.

These activities directly advance the core objectives of the Rural Health Transformation Plan by improving access to healthcare and licensed childcare in rural communities. By upgrading infrastructure and addressing barriers such as transportation challenges and outdated facilities, the program supports sustainable care delivery and workforce stability. These outcomes align with the Rural Health Transformation Program's goals of expanding access, improving quality, strengthening the workforce, and modernizing rural health systems, ultimately driving measurable, long-term improvements in health outcomes for rural residents.

GO-NORTH will monitor performance through review of quarterly reports detailing funded providers, project types, geographic distribution, and compliance; monthly meetings to assess progress and resolve implementation issues; and audits of project sites and application files to confirm accuracy and appropriate use of funds.

The approval of this request will ensure critical capital improvements for rural health care and childcare facilities will be able to proceed, allowing rural communities to mitigate persistent gaps in access to essential services. In addition, the State would be in the best position to meet CMS milestones, receive continued federal funding and increase New Hampshire's ability to strengthen rural health systems, modernize facilities, and achieve long-term improvements in access, quality, and workforce stability across rural communities.

We appreciate your consideration.

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Area served: Rural healthcare providers and childcare facilities.

Source of Federal Funds: Assistance Listing Number #93.798, FAIN # RHTCMS332050

Respectfully submitted,

Signed by:
Donnalee Lozeau
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Donnalee Lozeau, Director
Governor's Office of New Opportunities & Rural Transformational Health

FORM NUMBER P-37 (version 2/23/2023)

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 Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH")	1.2 State Agency Address 129 Pleasant St. Concord, NH 03301
1.3 Contractor Name New Hampshire Community Development Finance Authority	1.4 Contractor Address 14 Dixon Avenue Suite 102 Concord, NH 03301
1.5 Contractor Phone Number 603-226-2170 1.6 Account Unit and Class TBD	1.7 Completion Date September 30,2031 1.8 Price Limitation $223,240,000
1.9 Contracting Officer for State Agency TBD	1.10 State Agency Telephone Number TBD
1.11 Contractor Signature Signed by: Katherine Easterly Martey 6CB94157343E445... Date: 2/20/2026	1.12 Name and Title of Contractor Signatory Katherine Easterly Martey Executive Director
1.13 State Agency Signature Signed by: Donnalee Lozeau 73EDD38F65324ED... Date: 2/20/2026	1.14 Name and Title of State Agency Signatory Donnalee Lozeau Director,Go-North
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873484941460... On: 2/21/2026	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:	

Contractor Initials Initial KEM
Date 2/20/2026

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Initial
Contractor Initials KEM
Date 2/20/2026

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.
10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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Contractor Initials KEM
Date 2/20/2026

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

Contractor Initials Initial KEM
Date 2/20/2026

Governor's Office of New Opportunities & Rural Transformational Health (GO-NORTH)
Rural Investments for Minor Renovations, Alteration, and Infrastructure Projects

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:

   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, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH")
Rural Investments for Minor Renovation, Alteration, and Infrastructure Projects

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must manage and distribute Rural Health Transformation Program (RHTP) funds to develop a Rural Community Health Infrastructure Program (RCHIP) that supports minor renovations and infrastructure improvements ("projects"), as approved by GO-NORTH, that advance RHTP goals by making rural New Hampshire healthier, including but not limited to:

1.1.1. Renovations to bring county-run assisted living, memory care, or skilled nursing beds back online to reduce hospital discharge barriers.

1.1.2. Renovations at rural health care and commuity facilities to establish childcare facilities to recruit and retain a rural healthcare workforce of safety-net providers, such as community mental health centers, federally qualified health centers, rural health clinics, community-based organizations in rural areas (e.g., parks and recreation departments, community centers, libraries, senior centers, etc.).

1.1.3. Renovations at community mental health centers, federally qualifed health centers, rural health clinics, and hospitals.

1.1.4. Renovating existing buildings to house ambulances to expand EMS capacity in rural areas; and

1.1.5. Other projects identified and mutually agreed upon by the Contractor and GO-NORTH that align with New Hampshire's RHTP goals and outcomes.

1.2. The Contractor must manage and distribute (RHTP) funds to develop Rural Community Health Specialty Programs that support minor renovations and infrastructure improvements ("projects"), as approved by GO-NORTH, that advance RHTP goals by making rural New Hampshire healthier, including but not limited to:

1.2.1. Renovations to community facilities that improve access to health improving equipment and environments.

1.2.2. Renovations and equipment to support childcare access for the rural health workforce and childcare workforce.

1.2.3. Other projects identified and mutually agreed upon by the Contractor and GO-NORTH that align with New Hampshire's RHTP goals and outcomes.

1.3. The Contractor must ensure programs and projects supported by funding under this Agreement are clearly linked to New Hampshire's RHTP program goals in accordance with the program submitted and approved by the parties and projects to GO-NORTH prior approval of eligibility. The Contractor must present Program descriptions and then full Application and Program Guides for review

and approval by GO-NORTH.

1.4. The Contractor must support alignment of all Rural Health Transformation efforts, engage and coordinate, as required by GO-NORTH, with GO-NORTH contractors and stakeholders on RHT initiatives.

1.5. The Contractor must ensure that organizations that receive funding for projects under this Agreement ("qualifying organizations") qualify by (i) having a project located in rural regions as defined by HRSA (https://data.hrsa.gov/topics/rural-health/rural-health-eligibility); or (ii) meeting the definition of a rural health facility under the CMS Rural Health Transformation Program as authorized by the One Big Beautiful Bill Act (Section 71401 of Public Law 119-21).

1.6. Projects for non-profit qualifying organizations (such as critical access hospitals, county-run nursing homes, federally qualified health centers, community mental health centers, rural health clinics, and community-based organizations) that are clearly aligned with New Hampshire's RHTP program goals shall be prioritized for funding.

1.7. The Contractor may identify complementary public and/or private funding opportunities, if any, that can be leveraged in addition to RHTP funds to expand the scope, sustainability, and impact of approved projects where practicable within the RHTP timeline. The Contractor must provide GO-NORTH with periodic recommendations and as requested, support applicants/sub-recipients in aligning project budgets and implementation plans to incorporate these additional resources consistent with applicable funding rules.

1.8. The Contractor will proactively identify and support qualifying organizations to identify RHTP opportunities for allowable minor renovations and capital improvements at such qualifying organization. To identify potential projects, the Contractor shall issue a request for letters of intent from eligible organizations; get approval from GO-NORTH for proposed projects; and get a complete application from the eligible organization.

1.9. To support rural healthcare facilities and community-based organizations identifying funding opportunities under this Contract, the Contractor must collaborate with rural healthcare facilities and community-based organizations to conduct a community needs assessment to identify projects linked to the State's RHTP goals and outcomes and provide pre-application technical support and resources. Identified needs must be included in the Contractor's Work Plan for and develop into program summaries then Application and Program Guidance GO-NORTH review and prior approval.

1.10. Funding Administration

1.10.1. The Contractor must develop and implement a statewide process and policies, including an Application and Program Guide(s), subject to GO-NORTH approval, for distributing funds ("awards") for

qualifying projects under this Agreement. Such policies shall require that for a qualifying organization's project to receive an award it must align with New Hampshire's RHTP goals and outcomes and CMS requirements.

1.10.2. The Contractor must administer the distribution of funds to qualifying organizations seeking cost reimbursement for improvements to advance RHTP goals.

1.10.3. The Contractor must submit annual plans to fund projects to GO-NORTH for review and approval,as included in the Contractor's Work Plan (defined below) by July 1 of each year. All awards must be expended by September 30th of the following calendar year.

1.10.4. Final Approval; Non-Retroactivity; Completion of Work. Upon written approval of the Project by CMS and GO NORTH ("Approval"), the Project's eligibility under this Agreement shall be deemed final and non revocable by GO NORTH and shall not be rescinded, recharacterized, or otherwise modified with retroactive effect, except in cases of (i) fraud or intentional misrepresentation by Grantee, (ii) a material, unapproved change in Project scope or use, (iii) failure by Grantee to satisfy continuing conditions expressly stated in this Agreement, (iv) a change in applicable law that renders performance unlawful, or (iiv) a reduction in funding in future grant budget periods by CMS. Following Approval, Grantee shall promptly commence and diligently prosecute the construction to Substantial Completion in accordance with the Approved Plans and Schedule. GO NORTH shall not suspend, claw back, or deny funding on the basis of Project eligibility after Approval, provided Grantee remains in compliance with this Agreement and no exception in (i)–(iv) applies..

1.11. The Contractor must ensure that all awards are, pre-approved by GO-NORTH and, strategically aligned to advance the goals of the RHTP and include plans for sustainability. The Contractor must prioritize funding initiatives that:

1.11.1. Expand access to essential services that increase the capacity of rural safety-net facilities and childcare sites.

1.11.2. Reduce geographic and transportation barriers for rural populations.

1.11.3. Increase access to opportunities for recreation and engagement in prevention programs.

1.11.4. Upgrade aging qualifying organizations to meet current health and safety standards.

1.11.5. Enhance service capacity for patient care areas, childcare classrooms, and community spaces

1.11.6. Improve workflow efficiency through facility redesign.

1.11.7. Invest in water and sewer infrastructure, HVAC, plumbing and electrical systems to ensure safe and reliable operations.

1.11.8. Support workforce development with creating functional spaces for staff training and telehealth services.

1.11.9. Provide amenities and supports that attract and retain qualified professionals in rural areas.

1.11.10. Ensure compliance with state and federal regulations for healthcare and childcare facilities.

1.11.11. Foster community integration with the development of multi-use spaces for health education, childcare, and community programs.

1.11.12. Partner with local organization to maximize facility utilization.

1.12. The Contractor must ensure access to funding opportunities across all rural regions and to other eligible entities.

1.13. Application Development

1.13.1. The Contractor must collaborate with GO-NORTH to design an approved application and award letter for qualifying organizations. The Contractor must include:

1.13.1.1. Instructions for completing the application and submitting supporting documentation.

1.13.1.2. An explanation on how the award is tied to the goals of the RHTP.

1.13.1.3. Instructions for verifying licensure and good standing.

1.13.1.4. An expenses summary section for costs such as parts and labor.

1.14. Application Intake

1.14.1. The Contractor must verify that all applicants submit:

1.14.1.1. A completed application including:

1.14.1.1.1. All required fields in the application are completed.

1.14.1.1.2. Supporting documentation is accurate and legible.

1.14.1.1.3. Any missing or incorrect information is promptly communicated to the applicant for correction.

1.14.1.2. All invoices and post-award documentation required.

1.14.2. The Contractor must provide confirmation of receipt to applicants

within 3 business days of submission.

1.14.3. The Contractor must maintain a secure and organized system for storing applications and supporting documents, ensuring compliance with state and federal data privacy requirements.

1.15. Project Documentation

1.15.1. The Contractor must require applicants to submit a detailed work plan or application describing all activities. The work plan or application must include:

1.15.1.1. Copy of the deed to the property, as registered with the county.

1.15.1.2. Narrative description of the property.

1.15.1.3. Photographs of the property.

1.15.1.4. A description of any planned modifications or renovations.

1.15.1.5. A detailed timeline for the project including start and completion dates.

1.15.1.6. Any copies of anticipated items that will require quotes if applicable.

1.15.1.7. Copies of all invoices and/or receipts for completed actions.

1.16. The Contractor must develop and utilize a GO-NORTH-approved process to track, manage, monitor, and reconcile, applications, invoices, and funds distributed for authorized activities.

1.17. Within thirty (30) days after the Effective Date, the Contractor must submit to GO-NORTH for review and approval a detailed work plan (the "Work Plan") to carry out the activities set forth in this Contract, and the Contractor agrees funding under this Contract is conditioned upon GO-NORTH's approval of the Work Plan. The Work Plan must describe, in reasonable detail, the tasks, deliverables, spending targets, and activities. The Contractor will perform under this Contract during each of the CMS RHTP periods in which an annual award may be spent (each, a "Budget Period"). The Contractor must maintain and update the Work Plan from time to time and at a minimum will submit to GO-NORTH an updated Work Plan sixty (60) days prior to the end of each Budget Period. For each Budget Period, the Work Plan must, at a minimum: (a) identify the planned activities and deliverables; (b) specify the milestones to be achieved, including milestone due dates and measurable completion criteria; and (c) set forth the planned expenditures and use of funds by initiative. The Contractor must update the Work Plan as reasonably requested by GO-NORTH and in connection with any approved changes to scope, schedule, budget, or award amount issued to the State and the Contractor must not materially deviate from the approved Work Plan without the GO-NORTH's prior

written approval.

1.18. The Contractor must provide a project manager and other staff from existing staff or new hires, or consultants for the services described herein.

1.19. The Contractor must regularly collaborate and communicate with GO-NORTH on the implementation of the RHTP initiative and the scope of services described in this Contract. To facilitate such communication and collaboration, the Contractor must designate a single point of contact who is responsible for communicating with GO-NORTH, facilitating the Contractor's collaboration with GO-NORTH, and managing the implementation of the RHTP initiative activities under this Contract. The Contractor must identify this individual in writing to GO-NORTH and must provide GO-NORTH with timely prior notice of any anticipated changes to this single point of contact. In addition, and as requested by GO-NORTH, the Contractor must participate in meetings with GO-NORTH. Such meetings may include, but are not limited to:

1.19.1. Monthly check-in meetings focused on implementation and milestone progress.

1.19.2. Quarterly and annual program performance reviews.

1.19.3. Ad hoc technical assistance sessions

1.20. The Contractor may be required to facilitate reviews of files conducted by GO-NORTH on a monthly basis, or as otherwise requested by GO-NORTH, that may include.

1.21. The Contractor must participate in on-site reviews conducted by GO-NORTH on a semi-annual basis, or as otherwise requested by GO-NORTH.

1.22. **Quarterly Progress Reporting**. The Contractor must submit quarterly progress reports to GO-NORTH detailing the progress made during the applicable reporting period and including, but not limited to, spending data broken down by CMS RHTP permissible use of fund and initiative, milestone progress, technical assistance requests, and any additional information reasonably requested by GO-NORTH or required by CMS under the terms and conditions of the RHTP program. See the table below for quarterly progress report time periods and due dates.

Report	Reporting period start date	Reporting period end date	Due date
Quarterly Report #1	August 1	October 30	November 07
Quarterly Report #2	October 31	January 30	February 07
Quarterly	January 31	April 30	May 07

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Report #3			

*Note: To reduce reporting burden on Contractor, and the timing of the annual report, there is **no** quarterly report due for the time period of May 1 to July 31.

1.23. **Annual progress reporting**. The Contractor must submit annual progress reports to GO-NORTH detailing the progress made during the applicable reporting period and including, but not limited to, qualitative progress updates on milestones and implementation, quantitative updates on metrics that the Contractor is tracking as part of the Contractor's approved GO-NORTH workplan, quantitative description of funds expended by CMS RHTP permissible use of fund and initiative, milestone progress, technical assistance requests, and any additional information reasonably requested by GO-NORTH or required by CMS under the terms and conditions of the RHTP program. Annual progress report time periods and due dates are as follows:

1.23.1. Annual progress report #1: December 29, 2025 through July 31, 2026 and due August 7, 2026.

1.23.2. Annual progress report #2: August 1, 2026 through July 31, 2027, and due August 7, 2027.

1.23.3. Annual progress report #3: August 1, 2027 through July 31, 2028, and due August 7, 2028.

1.23.4. Annual progress report #4: August 1, 2028 through July 31, 2029, and due August 7, 2029.

1.23.5. Annual progress report #5: August 1, 2029 through July 31, 2030, and due August 7, 2030.

1.23.6. Final report: December 29, 2025 through October 30, 2030 and due December 15, 2030.

*If the reporting due date falls on a weekend or State recognized holiday the report shall be due the next business day following the reporting date.

1.24. The format for the quarterly and annual progress reports described in Section 1.22 and Section 1.23 must be on a format as provided by GO-NORTH.

1.25. The Contractor must participate in GO-NORTH hosted forums, such as an annual summit, related to RHTP.

1.26. The Contractor must monitor the scope of services outlined in this Agreement by reporting performance metrics to GO-NORTH. All performance metrics, and the reporting cadence, will be established by GO-NORTH and provided to the Contractor in written GO-NORTH guidance. Such performance reporting metrics will include any CMS required reporting metrics and such other performance reporting metrics determined by GO-NORTH to ensure the

performance of the activities set forth in this Contract are aligned with the State's RHTP initiatives, outcomes, and goals. The performance metrics established and provided to the Contractor through written guidance from GO-NORTH to the Contractor are hereby incorporated into this Contract by reference and must be aligned with the activities set forth in this Exhibit B and with the State's RHTP initiatives.

1.27. Performance Metrics

1.27.1. The Contractor must monitor the scope of services outlined in this Agreement by reporting performance metrics to GO-NORTH. All performance metrics, and the reporting cadence, will be established by GO-NORTH and provided to the Contractor in written GO-NORTH guidance. Such performance reporting metrics will include any CMS required reporting metrics and such other performance reporting metrics determined by GO-NORTH to ensure the performance of the activities set forth in this Contract are aligned with the State's RHTP initiatives, outcomes, and goals. The performance metrics established and provided to the Contractor through written guidance from GO-NORTH to the Contractor are hereby incorporated into this Contract by reference and must be aligned with the activities set forth in this Exhibit A-2 and with the State's RHTP initiatives.

1.27.2. The Contractor must participate in evaluation, performance management, and implementation science activities in collaboration with GO-NORTH and GO-NORTH's Evaluation Contractor (GNEC) to support evaluation, learning, performance monitoring, and CMS reporting requirements. The Contractor must, if feasible:

1.27.2.1. Provide programmatic, financial, and performance data requested by GNEC to support GO-NORTH's evaluation activities and CMS reporting requirements. This may include, but is not limited to: Key goals and outcomes, activity progress, planned activities, case examples, use of funds, and detailed information related to implementation.

1.27.2.2. Contribute to Go-NORTH's efforts by sharing information on implementation processes, adaptations, barriers, facilitators, sustainability considerations, and by engaging in activities that evaluate what works, for whom, and under what conditions.

1.27.2.3. Collaborate with the GNEC to ensure full participation in the readiness assessment process.

1.27.2.4. Participate, as requested by GO-NORTH and GNEC in surveys, interviews, focus groups, learning huddles, and other evaluation activities necessary to assess program

implementation, outcomes, and rural impacts.

1.27.2.5. Participate in coaching and training on evaluation, basis analysis, data interpretation, and quality improvement (QI) methods with GO-NORTH and GNEC.

1.27.2.6. Utilize templates, tools, and workflows provided by GO-NORTH and GNEC for evaluation and performance monitoring.

1.27.2.7. Comply with all reporting timelines and due dates established by GO-NORTH and GNEC for quarterly and annual reporting to ensure timely analysis, review, and submission of CMS required requirements.

1.28. Property Standards

1.28.1. The Contractor must ensure the qualifying organizations, at a minimum, provide the equivalent insurance coverage to the full insurable value for real property and equipment acquired or improved with Federal funds as provided to property owned by the qualifying organization.

1.28.2. The Contractor must ensure:

1.28.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired with Federal funds will vest upon acquisition in the qualifying organization.

1.28.2.2. Except as otherwise provided by applicable law or waived by GO-NORTH, real property will be used for the originally authorized purpose for at least the term of this agreement, during which time the qualifying organization must not dispose of or or use for any other purpose.

1.28.2.3. When real property is no longer needed for the originally authorized purpose, during the term of this agreement, the Grantee qualifying organization must obtain disposition instructions from GO-NORTH. The instructions must provide for one of the following alternatives:

1.28.2.4. Retain title after compensating GO-NORTH. The amount paid to GO-NORTH will be computed by applying GO-NORTH's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Grantee is disposing of real property acquiring or improved with GO-NORTH funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds

from the disposition of may be used as an offset to the cost of the replacement property.

1.28.2.5. Sell the property and compensate GO-NORTH. The amount due to GO-NORTH will be calculated by applying GO-NORTH's percentage of the participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after the deduction of any actual and reasonable selling and fixing-up expenses. If GO-NORTH appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sales may be offset against the original cost of the property. When the Grantee is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

1.28.2.6. Transfer title to a third party designated/approved by GO-NORTH. The Grantee is entitled to be paid an amount calculated by applying the GO-NORTH percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

1.29. Equipment

1.29.1. The Contractor must ensure:

1.29.1.1. Equipment purchased under this contract is necessary for the project. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with Federal funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equal or exceeds $10,000.

1.29.1.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with Federal funds will vest upon acquisition to the qualifying organization subject to to the following conditions:

1.29.1.2.1. Use the equipment for the authorized purpose of the project for at least the term of this agreement, or until the equipment is no longer needed for the purpose of the project.

1.29.1.2.2. Not encumber the property without approval of GO-NORTH.

1.29.1.2.3. Use and dispose of the property in accordance with Paragraph with this agreement and current law.

1.29.2. The Contractor must ensure procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with federal funding, including but not limited to the following requirements:

1.29.2.1. Equipment records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, percentage of GO-NORTH participation in the project costs, the location, use and condition of the property, and any ultimate disposition data including the data of disposal and sale price of the equipment.

1.29.2.2. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two (2) years.

1.29.2.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft must be investigated.

1.29.2.4. Adequate maintenance procedures must be developed to keep the equipment in good condition.

1.29.2.5. If the eligible organization is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

1.29.3. The Contractor must ensure when original or replacement equipment acquired with federal funds is no longer needed for the original project or program or for other activities currently or previously supported by GO-NORTH, except as otherwise provided by applicable law or in this Contract, the eligible organization must request disposition instructions from GO-NORTH.

1.30. Property Trust Relationship and Liens

1.30.1. The Contractor must ensure real property, equipment, and intangible property, that are acquired or improved with federal funds may require the qualifying organization to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with federal funds and that use and disposition conditions apply to the property.

1.31. Confidential Data

1.31.1. The Contractor must ensure all State Confidential Information (as defined herein) is held in strict confidence and is only disclosed, when allowed by applicable law and for the purpose of carrying out the activities and services under this Contract. State Confidential Information means any and all non-public information, data, records, documents, materials, and communications (in any form or media) that are disclosed or made available by, on behalf of, or at the direction of the State of New Hampshire, the office of the Governor, GO-NORTH, and/or its agencies, departments, commissions, boards, instrumentalities, officers, employees, or contractors to Contractor, or that Contractor accesses, receives, creates, generates, compiles, derives, or learns in connection with this Contract ("State Confidential Information"), whether before or after the effective date of this Contract, and whether or not marked or identified as confidential. State Confidential Information includes, without limitation: (a) any information relating to the State's operations, programs, policies, contracts, budgets, finances, pricing, procurement, investigations, audits, security measures, systems, technology, or plans; (b) any information concerning individuals or entities interacting with the State, including residents, applicants, beneficiaries, enrollees, providers, vendors, or employees, including personally identifiable information, protected health information, tax information, education records, criminal justice information, or any other information protected or regulated under applicable federal or state law; and (c) any data sets, extracts, reports, analyses, compilations, models, notes, summaries, or work product that contain, reflect, or are based on any of the foregoing. State Confidential Information does not include information that the Contractor can demonstrate, by contemporaneous written records and without breach of this Agreement, (i) was publicly available at the time of disclosure or becomes publicly available through no act or omission of Contractor, (ii) was lawfully in Contractor's possession without restriction prior to receipt from the State, (iii) was independently developed by the Contractor without use of or reference to State Confidential Information; provided, however, that information must not be deemed excluded merely because it is included within more general public information or because individual elements are publicly known, or (iv) Protected Health Information or financial data maintained by a CMHC or CCBHC.

1.31.2. The Contractor acknowledges and agrees that it, and its subcontractors, awardees, affiliates and other persons engaged to carry out the activities of this Contract, may be required to share data and exchange information with third parties to accomplish the services set forth in this Contract. The Contractor must ensure that

any subcontracts, awards, affiliates or other persons engaged to carryout the activities of this contract comply with these same confidentiality provisions and comply with all state and federal laws or regulations applicable to data sharing, privacy, security and confidentiality.

1.31.3. The Contractor acknowledges it, or its subcontractors, affiliates or related parties may need to access information of a third party to carry out the activities of this Contract. If requested by a third-party, the Contractor and or its subcontractors, affiliates or related parties must enter into any reasonable and necessary Data Sharing Agreement(s) with third parties as required to provide services under this Contract.

1.31.4. The Contractor must comply, and must cause its affiliates, subcontractors, agents, and any other persons or entities under Contractor's direction or control who create, receive, maintain, or transmit Protected Health Information ("PHI") in connection with the services or activities herein (collectively, "Contractor Parties") to comply, with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended ("HIPAA"), including without limitation the HIPAA Privacy Rule, Security Rule, and Breach Notification Rule (45 C.F.R. Parts 160 and 164). The Contractor must ensure that each Contractor Party is bound by written terms, including a business associate agreement as applicable, that are no less protective than HIPAA and this Contract with respect to PHI and that require such Contractor Party to implement appropriate safeguards and use and disclose PHI only as permitted by HIPAA and as necessary to perform the services set forth in this Contract. The Contractor remains responsible for the acts and omissions of the Contractor Parties to the same extent as for the Contractor's own acts and omissions with respect to HIPAA compliance and the protection of PHI.

1.31.5. The Contractor and subcontractors must submit annual attestation of compliance with this Section.

1.32. Contract End-of-Life Transition Services

1.32.1. General Requirements

1.32.1.1. If applicable, upon early termination or expiration of the Contract the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the GO-NORTH and, if applicable, the new partner ("Recipient") engaged by GO-NORTH to assume the services. Ninety (90) days prior to the end-of the Contract or unless otherwise specified by

the GO-NORTH, the Contractor must begin working with the GO-NORTH and if applicable, the Recipient to develop a Transition Plan . GO-NORTH must provide the Transition Plan template to the Contractor.

1.32.1.2. The Contractor must assist the Recipient, in connection with the transition of the performance of Services by the Contractor to the performance of such Services by the Recipient. This may include assistance with the secure transfer of records (electronic and hard copy),transition of historical data (electronic and hard copy), the transition of any and cooperation with and assistance to Recipient and any third-party consultants engaged by Recipient in connection with the Transition Services.

1.32.1.3. If GO-NORTH, or another state agency, provides, or provides access to, a system, database, hardware, software, and/or software licenses (Tools) to carry out the services in relationship to this contract said Tools will be inventoried and returned to GO-NORTH or the applicable state agency, along with the inventory document, once Transition Services are complete.

1.32.1.4. The internal planning of the Transition Services by the Contractor must be provided to GO-NORTH and if applicable the Recipient in a timely manner. Any such Transition Services must be deemed to be Services for purposes of this Agreement.

1.32.1.5. If the Contractor will maintain any State 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 Confidential Information 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 Confidential Information must 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 the then current applicable NIST standards. The Contractor will document and certify in writing at time of the data destruction and will provide written

Initial KEM

certification to GO-NORTH 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.

1.32.1.6.

1.32.1.7. Unless otherwise specified, and in compliance with all applicable state and federal records retained policies, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of State Confidential Data using a secure method such as shredding.

1.32.1.8. Unless otherwise specified, and in compliance with all applicable state and federal records retention policies, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic State Confidential Data by means of data erasure, also known as secure data wiping.

1.32.1.9. In the event the Contractor has comingled any State Confidential Information and the destruction or Transition of said data is not feasible, the GO-NORTH and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction and in accordance with 2 CFR 200.334, Records retention requirements.

1.32.2. Disagreement over Transition Services Results

1.32.2.1. In the event GO-NORTH is not satisfied with the results of the Transition Service, GO-NORTH must notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the Transition Services process. The Parties must discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time GO-NORTH may initiate actions in accordance with the Contract.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibit D Federal Requirements, 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 Services priorities and expenditure requirements under this Agreement to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. When issuing public statements resulting from activities supported by this Agreement the Contractor_must include the following statement, "This [project/publication/program/website, etc.] [is/was] supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling $XX with 100 percent funded by CMS/HHS [or as part of a financial assistance award totaling $XX with XX percentage funded by CMS/HHS and $XX amount and XX percentage funded by non-government source(s)]. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government."

3.2.2. The Contractor must submit the following to GO-NORTH for review and comment at least forty-five (45) days prior to release:

3.2.2.1. Publications that report results from or describe information obtained through the Contractor's use of funds under this Agreement.

3.2.2.2. Any external formal presentation of any report or statistical or analytical material based on information obtained through the Contractor's use of funds under this Agreement. Formal presentations include papers, articles, professional publication, speeches, and testimony.

3.2.2.3. External presentation-related material, such as abstracts, power point presentations or other slide decks, posters, and videos.

3.2.2.4. All public materials specific to the program including but not limited to, brochures, recruitment materials, informational materials, advertisements, website copy, website pages, videos, and op-ed articles.

3.2.3. At least fourteen (14) days prior to release, the Contractor must submit to GO-NORTH for GO-NORTH's review and comment:

3.2.3.1. Any press release or media advisory concerning the outcome of activities supported through the Contractor's use of funds under this Agreement.

3.2.4. All media interviews, media requests, releases of information, filming, and broadcasts. For one (1) year after completion of the project, the recipient shall continue to submit for review and comment all publications, presentations, and communications resulting from this award or based on information obtained through the Contractor's use of funds under this Agreement, including papers, articles, professional publications, power point presentations, posters, speeches, announcements, and testimony in any format, including digital technology.

3.2.5. Specifically excluded from the review and comment process are internal presentations, information discussions, in general, class lectures, and informal meetings and conversations with community leaders. However, if such a presentation or slide deck is later re-purposed for a public event, it will need to be submitted in advance for GO-NORTH review and comment.

3.2.6. One (1) copy of each publication, that requires prior review and comment under this Agreement, must accompany the final progress report.

3.2.7. GO-NORTH shall collaborate with the Contractor to facilitate the requirements under this section.

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to GO-NORTH and CMS, 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 GO-NORTH .

4.1.3. Records regarding the provision of services and all

invoices submitted to GO-NORTH to obtain payment for such services.

4.2. During the term of this Agreement and the period for retention set forth in 2 CFR 200.334 or as required by CMS (whichever is later), GO-NORTH, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts, in accordance with 2 CFR 200.334, Records retention requirements

5. Procurements.

5.1. Sections 5.2 through 5.6 apply to procurements in excess of the default micro-purchase thresholds established in 2 CFR 200.320 – Procurement Methods.

5.2. All competitive procurements, including, but not limited to requests for proposal, bids, quotes, or applications issued by the Contractor related to this Contract must be posted on the GO-NORTH website. At least fifteen (15) calendar days prior to posting, opening or issuing a competitive procurement, the Contractor must provide notice to GO-NORTH of the competitive procurement, how to apply, the time period in which bids or applications will be accepted, the public website the Contractor will post the competitive procurement, and any other information reasonably requested by GO-NORTH.

5.3. Prior to contracting through a competitive procurement, the Contractor must submit a request to GO-NORTH to approve the selected applicant, bidder, contractor, or vendor. Such request must be made in writing and include evidence that the selected applicant, bidder, contractor, or vendor meets the subrecipient, contractor, subcontractor, or consulting requirements of this Agreement and the CMS RHT grant requirements. Funding of any selected vendor is contingent on GO-NORTH approval.

5.4. For all competitive procurements, the Contractor must adhere to procurement standards established in 2 CFR 200 Subpart D Post Federal Award Requirements: Procurement Standards (Sections 200.317 to 200.327) and, if requested by GO-NORTH, must collaborate with GO-NORTH on the development of the procurement. Upon request, the Contractor must provide the scoring documentation and award recommendation to GO-NORTH for review.

5.5. The Contractor must provide GO-NORTH with prior notice, and receive GO-NORTH prior approval, prior to entering into any sole source agreement related to this Contract to carry out the RHT initiative under this Contract.

5.6. For all organizations the Contractor engages with, whether through a competitive procurement or sole source contract, the Contractor must (i) ensure the organization is in Good Standing with the NH Department of State, in

accordance with the requirements in RSA 5:18-a; and (ii) collect and maintain a list of the organization's board of directors.

Governor's Office of New Opportunities & Rural Transformational Health (GO-NORTH)
Rural Investments for Minor Renovations, Alterations, and Infrastructure Projects

EXHIBIT C

1. This Agreement is funded by:
   1.1. 100% Federal funds, Rural Health Transformation Program, as awarded on December 29, 2025, by the Centers for Medicare & Medicaid Services (CMS), Department of Health and Human Services, ALN # 93.798, FAIN # RHTCMS332050.
2. For the purposes of this Agreement GO-NORTH has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. Unless waived by GO-NORTH in writing, the Contractor's indirect costs and administrative costs, inclusive of any subcontractors, subrecipients or subawardees of Contractor, must not exceed 10% of the Contractor's total funding for each budget period under this Contract. The Contractor acknowledges and agrees that all administrative costs and indirect costs, inclusive of the recipients, subcontractors, subrecipeints, and subawardee's, under the State's RHT award are capped at 10% of the State's total RHT award. The Contractor must track all administrative costs and indirect costs under this Agreement and report such costs to GO-NORTH. Administrative costs and indirect costs are defined as set forth in 2 CFR Part 200 Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards.
   2.4. The Contractor may receive, as well as provide to subrecipients, deliverable based payments. Payments to the Contractor shall be based on metrics established with GO-NORTH and shall not be included as part of the indirect and administrative cost requirements.
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget.
4. Subject to GO-NORTH prior approval, and in accordance with 2 C.F.R Part 200, Contractor may receive advance payment for services and activities provided within the scope of this Agreement.
5. The final required supporting documentation shall be due to GO-NORTH no later than thirty (30) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date. GO-NORTH shall recoup any balance of funds that has not been expended or is disallowed. Any recouped funds must be promptly returned by the Contractor to GO-NORTH within 30 calendar days of the request for recoupment of payment from GO-NORTH.
6. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes

limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting and carryingforward encumbrances between State Fiscal Years 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.

7. As part of GO-NORTH's review and approval of Contractor's Work Plan, as outlined in Exhibit B Scope of Services, GO-NORTH will, within each Budget Period and in collaboration with Contractor, determine expenditure targets and deadlines for such expenditure targets. For purposes of this provision, only, expenditure means monies spent on carrying out RHTP permissible uses of funds and expenditures shall not include funds obligated, encumbered, or otherwise subject to a liability but not disposed of or expended by Contractor. If Contractor has not met such expenditure targets by deadlines set by GO-NORTH, GO-NORTH has the unilateral right to recoup unexpended funds for such Budget Period, and redistribute to other RHTP initiatives, or to direct Contractor to expend the funds not expended that align with the Scope of Services . The Contractor agrees to the terms and conditions set forth by CMS for the RHTP and understands and agrees that Contractor's failure to meet expenditure targets and milestones set forth by GO-NORTH will materially impact the State's ability to comply with CMS requirements and meet RTHP objectives.

8. The Contractor agrees and covenants that the funds will be used solely for an allowable purpose as set forth in this Agreement and as allowed under the CMS Rural Health Transformation Program as authorized by the One Big Beautiful Bill Act (Section 71401 of Public Law 119-21). The Contractor must ensure no funds under this Agreement are used for costs that are unallowable, including but not limited to the following:

   8.1. New construction, including supplanting funding for in-process or planned construction projects or directing funding towards new construction builds, which is unallowable. Renovations or alterations, as described in CMS RHTP notice of funding opportunity, notice of RHTP award or other CMS issued guidance cannot exceed 20% of the total funding awarded to New Hampshire in a given budget period. If the Contractor plans to fund direct renovations or alterations, the Contractor must provide a written justification to GO-NORTH and receive GO-NORTH prior approval.

   8.2. Replacing payment for clinical services that could be reimbursed by insurance. Payments to clinical services are not allowed if it would duplicate billable services and/or attempt to change payment amounts of existing fee schedules. If the Contractor plans to fund direct health care services, the Contractor must provide a written justification to GO-NORTH detailing why such services are not already reimbursable, how

the payment will fill a gap in care coverage (such as uncompensated care or services not covered by insurance), how such payment will transform the current care delivery model, and receive GO-NORTH prior approval. Funding for such payments cannot exceed 15% of the total funding awarded to New Hampshire in a given budget period..

8.3. Pre-contract effective date costs.

8.4. Meeting any matching requirements for any other federal funds or local entities.

8.5. Services, equipment, or supports that are the legal responsibility of another party under federal, State, or tribal law.

8.6. Goods or services not applicable to the scope of this Contract and the State's RHTP workforce initiative.

8.7. Supplanting, or duplicating, existing State, local or private funding of infrastructure or services.

8.8. The cost of independent research and development, including Contractor's proportionate share of indirect costs, see 2 CFR 300.477.

8.9. Purchase of covered telecommunications and video surveillance equipment (see 2 CFR 200.216) as well as financial assistance to households for installation and monthly broadband internet costs.

8.10. Meals, unless in limited circumstances such as (i) subject and patients under study; (ii) where specifically approved as part of the project; (iii) as part of a per diem or subsistence allowance provided in conjunction with allowable travel.

8.11. Activities prohibited under 2 CFR 200.450 and the HHS Grants Policy Statement, including, but not limited to: (i) payments related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any State government, State legislature, local legislature or legislative body, including but not limited to paying the salary or expenses of any grant Recipient or agent acting for such Recipient for such activity; and (ii) lobbying, but Contractor can lobby at its own expense if Contractor can segregate federal funds from other financial resources used for lobbying to the extent allowed under State law.

8.12. Replacement of HITECH certified electronic medical records (EMR) systems is capped at 5% of the total funding awarded to New Hampshire in a given Budget Period if such certified EMR system was already in place as of September 1, 2025. Prior to initiating any plan to replace a certified EMR system, Contractor shall receive GO-NORTH prior

approva.

8.13. Clinician salaries or wage supports for facilities that subject clinicians to non-compete contractual limitations. This applies only to salaries and wages funded by RHTP through an approved initiative described in the State's approved application.

8.14. Recruiting or retaining clinical workforce to rural areas, without a commitment to serve rural communities for a minimum of five years.

8.15. SSA 2105(c), paragraphs (1), (7), and (9) apply as funding limitations. These limitations are related to general limitations, limitations on payment for abortions, and citizenship documentation requirements for payments made with respect to an individual.

8.16. Any other use of funds deemed impermissible by CMS.

9. The Contractor must maintain financial management systems capable of tracking and reporting expenditures including, by, but not limited to, RHTP permissible use of funds.

10. If, upon further review, GO-NORTH determines any expense to be an impermissible use of funds under this Agreement or the CMS RHT grant program, GO-NORTH must disallow such expense claimed by the Contractor as costs hereunder, GO-NORTH retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

11. Audits

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

11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

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

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

11.2. 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.

11.2.1. 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.

11.3. 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.

11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by GO-NORTH.

11.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to GO-NORTH all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.

12. If applicable, the Contractor must request disposition instructions from GO-NORTH for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

Governor's Office on New Opportunities for Rural Transformational Health (GO-NORTH)					
Contractor Name:	*New Hampshire Community Development Finance Authority*				
Budget Request for:	*Rural Health Transformation Program*				
Budget Period:	*G&C Approval -9/30/31*				
Indirect Cost Rate (if applicable)	10.00%				
Line Item	**Program Cost - Funded by GO-NORTH - Budget Period 1**	**Program Cost - Funded by GO-NORTH - Budget Period 2**	**Program Cost - Funded by GO-NORTH - Budget Period 3**	**Program Cost - Funded by GO-NORTH - Budget Period 4**	**Program Cost - Funded by GO-NORTH - Budget Period 5**
1. Salary & Wages	$338,595	$650,000	$676,000	$703,040	$732,162
2. Fringe Benefits	$101,135	$194,154	$203,862	$214,055	$224,758
3. Consultants	$180,000	$350,000	$364,000	$378,000	$593,702
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0	$0
5.(e) Supplies - Office	$12,000	$11,000	$1,000	$1,000	$1,000
6. Travel	$5,862	$9,520	$9,518	$9,505	$6,505
7. Software	$2,976	$5,416	$5,416	$5,416	$5,416
8. (a) Other - Marketing/Communications	$20,000	$40,000	$44,600	$43,266	$147,744
8. (b) Other - Education and Training	$2,000	$10,000	$10,400	$10,350	$3,400
Other (Ofice expenses)	$31,828	$61,397	$64,070	$66,849	$69,740
Other (Occupancy	$21,112	$40,529	$42,150	$43,835	$45,589
Other (Deliverable Based Payments)	$1,592,723	$1,738,618	$1,691,545	$1,641,983	$1,757,968
Other (Meetings and events)	$2,500	$4,000	$5,000	$5,140	$6,000
9. Subrecipient Contracts	$40,967,800	$39,979,000	$39,975,400	$39,969,400	$43,579,400
Total Direct Costs	$43,278,531	$43,093,634	$43,092,961	$43,091,839	$47,173,384
				$0	$0
Total Indirect Costs	$531,468	$716,366	$717,039	$718,161	$826,616
Subtotals	$43,810,000	$43,810,000	$43,810,000	$43,810,000	$48,000,000
	TOTAL				**$223,240,000**

Initial

KEM

Contractor Initials:

Date: 2/20/2026

Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH")
Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 CONTRACTORS 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 contractors (and by inference, sub- contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, sub-contractors) that is a State may elect to make one certification to the Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH") in each federal fiscal year in lieu of certificates for each Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment.

Contractors using this form should send it to:

Executive Director
GO NORTH
129 Pleasant Street
Concord, NH 03301-6505

1. The Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;

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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

Initial

Contractor's Initials KEM

Date 2/20/2026

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

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, 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.

SECTION C: 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 12689 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 Agreement, 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 Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH") 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 Agreement 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 https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

6. The prospective primary participant agrees by submitting this Agreement 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) https://www.ecfr.gov/current/title-22/chapter-V/part-513.4

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. Have not within a three-year period preceding this proposal (Agreement) 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 (I)(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 (Agreement), 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 (Agreement).

14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. Royalty-Free Rights to Use Software or Documentation Developed 2 CFR 200.315 Intangible property.
17. 2 CFR 200.313 Equipment and 2 CFR 200.314 Supplies, including but not limited to disposition actions.
18. Requirements, as provided in 2 CFR Part 180 and implemented in 2 CFR Part 376, regarding the affirmative duty to track all subrecipients, including subrecipient key personnel and subcontractors, by checking SAM.gov to ensure that a subaward is not made to an entity that is debarred, suspended, or ineligible.

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH") and to the State of New Hampshire 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 Agreement, the Contractor agrees to comply with the provisions indicated above.

Initial
Contractor's Initials KEM

Date 2/20/2026

SECTION E: 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 Agreement, 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.

SECTION F: 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 $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, 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 Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH") must report the following information for any sub award 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 Entity Identifier (SAM UEI; 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 Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH") and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH")
Exhibit D – Federal Requirements

FORM A

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

1. The UEI (SAM.gov) number for your entity is: 02-0402497

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

   x NO _____ YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

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

   _____ NO _____ YES

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Name: NH Community Develo

2/20/2026
Date:

Signed by:
Katherine Easterly Martey
CCB94157343E445...
Name: Katherine Easterly Martey
Title: Executive Director

Contractor's Initials: KEM
Date: 2/20/2026

CERTIFICATE OF AUTHORITY

I, Benjamin Gaetjens-Oleson, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of NH Community Development Finance Authority (NHCDFA).
(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 September 16, 20 25, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of NHCDFA to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and 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: 01/27/2026

Benjamin Gaetjens-Oleson (Jan 27, 2026 21:30 50 EST)

Signature of Elected Officer
Name: Benjamin Gaetjens-Oleson
Title: Chair, NHCDFA Board of Directors

Docusign Envelope ID: B47E1DF8-F5ED-4C82-94F3-82A544E783E8

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2026

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
45 Constitution Ave P.O. Box 511
Concord NH 03301

License#: 0D69293
NEWHAMP-08

CONTACT NAME: Maureen Demick
PHONE (A/C, No, Ext): 800-238-3840 FAX (A/C, No): 603-224-8012
E-MAIL ADDRESS: maureen_demick@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : American Fire and Casualty Company	24066
INSURER C : Ohio Casualty Insurance Company	24074
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Hampshire Community Development Finance Authority
Development Finance Authority
14 Dixon Ave Suite 102
Concord NH 03301

COVERAGES **CERTIFICATE NUMBER:** 1752919552 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	N	N	BKS58556085	5/26/2025	5/26/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	N	N	BAA58556085	5/26/2025	5/26/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR	N	N	USO58556085	5/26/2025	5/26/2026	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	N	XWS58556085	5/26/2025	5/26/2026	X PER STATUTE OTH-ER	3.A. NH
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded Officers: Benjamin Gaetjen-Oleson, Cynthia Harrington, John Manning
Evidence of Insurance

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Tony R Mayo

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