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

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February 23, 2026 MAR 04 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 the Foundation for Healthy Communities (VC# 154533), Concord, NH, in the amount of $282,975,761 to provide implementation support across Rural Health Transformation Plan Initiatives, effective upon Governor and 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.100% Federal Funds.

Funds are available in the following account for State Fiscal Years 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	$66,547,394
2027	74-500585	Grants for Public Relief	$51,763,757
2028	74-500585	Grants for Public Relief	$51,763,757
2029	74-500585	Grants for Public Relief	$55,235,236
2030	74-500585	Grants for Public Relief	$57,665,617
		Total	**$282,975,761**

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 clinical investments for rural health providers as part of New Hampshire's Rural Health Transformation Plan (RHTP). The Contractor brings extensive experience in coordinating complex, multi-entity health system initiatives, administering and monitoring awards, and delivering hands-on technical assistance to rural health providers. Leveraging established relationships with

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hospitals, primary care practices, Emergency Medical Service units, and home health providers, the Contractor is uniquely positioned to align clinical investments with regional priorities and CMS requirements.

As the facilitating organization, the Contractor will implement New Hampshire's RHTP by coordinating, administering, and supporting clinical investments across rural health providers. Services include: distributing and overseeing awards, providing hands-on technical assistance, and supporting implementation of innovative care models that expand access to primary care, specialty care, emergency services, home-based care, and school-based health services.

The Contractor will work closely with GO-NORTH and regional partnerships to ensure investments are aligned, timely, and responsive to local needs. Through shared planning, vendor coordination, and implementation support, these services will modernize technology and improve the financial sustainability of rural healthcare providers. Activities will be implemented statewide in rural regions and among specific service providers in non-rural regions as defined by CMS.

GO-NORTH will monitor services by ensuring the Contractor maintains a comprehensive work plan, meets defined deliverables, and reports on performance metrics.

The approval of this request will ensure GO-NORTH will meet a key milestone for the first year of the RHTP. Investments in rural communities can begin, and funding levels will be maintained in accordance with grant. Centralized facilitation and technical assistance, smaller and rural organizations would be able to participate, and the reach and impact of investments intended to expand access, strengthen the workforce, and modernize care delivery can be best positioned to succeed. In addition, the State will be in alignment with CMS milestones, continue to receive federal funding and increase the State's ability to expand access to rural organizations.

We appreciate your consideration.

Area served: Rural communities, statewide

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

Respectfully submitted,

Signed by:

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

Subject: Implementation Support Across RHTP Initiatives (SS-2026-DPHS-09-IMPLE-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH")		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Foundation for Healthy Communities		1.4 Contractor Address 125 Airport Road, Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-0900	1.6 Account Unit and Class TBD	1.7 Completion Date See Exhibit A, Section 1.1	1.8 Price Limitation $282,975,761
1.9 Contracting Officer for State Agency TBD		1.10 State Agency Telephone Number TBD	
1.11 Contractor Signature Signed by: 53C228F97B1F440... Date: 2/23/2026		1.12 Name and Title of Contractor Signatory Peter Ames Executive Director	
1.13 State Agency Signature Signed by: 73EDD36F05934ED... Date: 2/23/2026		1.14 Name and Title of State Agency Signatory Donnalee Lozeau Donnalee.Lozeau@go-north.nh.gov	
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: 748734844941460... On: 2/24/2026			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Date 2/23/2026

Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH")
Implementation Support Across RHTP Initiatives

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.4., as follows:

3.4 This Agreement is effective upon Governor and Executive Council approval through September 30, 2031 ("Completion Date") for all services. Following the Completion Date of the Agreement, the Contractor must, as applicable, for funds used to recruit or retain clinical workforce talent to Rural Areas (defined below), continue to track and ensure compliance with the five (5) year commitment to serve a Rural Area through the date the last individual, to whom the five (5) year commitment to serve a Rural Area applies, completes their five (5) year commitment or otherwise discontinues their clinical service in a Rural Area of New Hampshire. Rural Area is defined as either (i) a healthcare clinical facility located in a rural region of New Hampshire as defined by HRSA (https://data.hrsa.gov/topics/rural-health/rural-health-eligibility); or (ii) a healthcare facility 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. This provision shall survive the termination of this Agreement.

1.2. 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.

1.3. 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.

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must work in collaboration with the Governor's Office of New Opportunities & Rural Transformational Health (hereafter referred to as "GO-NORTH" or "State") to implement New Hampshire's rural health transformation plan (RHTP) as described herein. The goals of the RHTP are as follows:

Goal 1: Make rural NH healthier through evidence-based, outcomes-driven interventions to improve disease prevention, CDM, behavioral health and perinatal care.

Goal 2: Create sustainable long-term access to care for rural residents through transformational care models and partnerships that allow rural facilities and clinicians to work with primary care, specialty care, and EMS providers to coordinate operations, sharing technology and resources.

Goal 3: Attract, train, and retain a highly-skilled healthcare workforce in NH by strengthening recruitment and retention of current healthcare workers and providing opportunities for new entrants to the healthcare workforce.

Goal 4: Develop innovative care models to improve health outcomes, coordinate care, and promote flexible payment arrangements.

Goal 5: Adopt innovative technologies to modernize care delivery in rural communities to promote efficiency, data security, and access to digital health tools by rural facilities, providers, and patients.

1.2. The Contractor must, in collaboration with GO-NORTH, collaborate and partner with other RHTP Contractors including CCSNH, the New Hampshire Hospital Association , and USNH; and healthcare employers, to develop, publish, and maintain a standardized, statewide onboarding and compliance framework (e.g., background checks, immunizations, health screenings, required trainings, and licensure prerequisites), to streamline placements for apprenticeship, clinical education or preceptorship, and employment. The onboarding and compliance framework must apply to:

1.2.1. Apprenticeship participation,

1.2.2. Clinical education rotations, and

1.2.3. Employment with partnering healthcare employers.

1.3. The Contractor must design and implement a centralized verification approach (e.g., a portable "clinical readiness passport" or equivalent standardized onboarding packet), for individuals supported through RHTP workforce activities to enable participating employers and education partners to accept a common

set of verified compliance elements and reduce duplicative onboarding across sites.

1.4. To encourage broad adoption, GO-NORTH may provide priority consideration for RHTP workforce recruitment and retention funding and related supports (e.g., training stipends, preceptor supports, recruitment and marketing assistance, and technical assistance), to organizations that adopt and consistently use the standardized framework and centralized verification approach for RHTP-supported placements and hires. The Contractor shall provide clear guidance on participation expectations and a straightforward process for onboarding organizations into the standardized framework.

1.5. The Contractor must prioritize facilitation and support for clinical investments and coordinate with GO-NORTH's population health contractor to ensure aligned planning and implementation through regional partnerships.

1.6. The Contractor must focus the majority of its facilitation, award administration, and technical assistance activities on clinical investments funded under the RHTP, including investments implemented by rural clinical providers.

1.7. The Contractor must partner with GO-NORTH's population health contractor to ensure clinical investments are planned and implemented in alignment with population health strategies, community-based supports, and regional priorities.

1.8. The Contractor must communicate planning, sequencing, and implementation activities through GO-NORTH's regional partnerships and any associated regional planning structures, including participation in regional partnership meetings as requested by GO-NORTH.

1.9. The Contractor must share workplans, timelines, and implementation status with the population health contractor and GO-NORTH to support regional coordination, reduce duplication, and ensure complementary investments across clinical and population health activities.

1.10. The Contractor shall, in accordance with the Work Plan specified in Subsection 1.31 below, partner with GO NORTH to ensure the alignment of Eligible Investments with regional partnership priorities and population health strategies.

1.11. The Contractor must ensure organizations that receive funding for projects under this Agreement ("qualifying organizations") qualify by (i) having a project located in a 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).

Provide Awards to Qualifying Organizations, subject to GO-NORTH prior approval, for Eligible Investments as outlined in Subsections 1.12 through 1.26 below.

1.12. The Contractor must act as a facilitating organization to distribute awards approved by GO-NORTH to eligible organizations for eligible investments included in the NH RHTP.

1.12.1. The Contractor must ensure the award process includes the provision of consultants to assist with items that may include conducting needs assessments, selection of solutions, and implementation support as requested by qualifying organizations.

1.12.2. The Contractor may convene qualifying organizations and potential vendors to inform selection of specific investments.

1.12.3. The Contractor must coordinate across qualifying organizations to increase bargaining power for purchase of common solutions across organizations.

1.12.4. The Contractor must execute contracts with qualifying organizations to ensure all budget period funds are expended within the allowable timeframe specified by GO-NORTH. The Contractor must monitor expenditures across sub-recipients to ensure timely expenditure of funds in compliance with applicable requirements. In instances where spend is justifiably delayed, as supported by a plan, the Contractor may work to redistribute funds to organizations with identified need and capability to spend.

1.12.5. The Contractor may convene eligible organizations to promote learning about investments and implementation of solutions.

1.12.6. The Contractor must prepare a funding allocation plan for eligible organizations types.

Project Implementation Support.

1.13. The Contractor must maintain flexible implementation capacity and provide rapid access to expertise to support efficient program delivery.

1.13.1. The Contractor must maintain the ability to scale resources up or down based on workload and implementation phases.

1.13.2. The Contractor must be able to deploy short-term consultants/subject matter experts on an as-needed basis to support RHT projects.

1.13.3. The Contractor must implement award, contracting, and support processes that are accessible and user-friendly for rural organizations, including clear guidance, standardized templates, and technical support to complete required steps.

1.13.4. The Contractor must leverage existing relationships and conduct ongoing outreach to maximize participation and reduce barriers for rural providers participating in RHTP investments.

1.13.5. The Contractor must conduct outreach and engagement with eligible organizations, including (as applicable) FQHCs, RHCs, dental practices, EMS agencies, and other rural providers, to support awareness of opportunities, timelines, and requirements.

1.13.6. The Contractor must maintain consistent communication channels with participating organizations (e.g., office hours, webinars, written updates) to support implementation progress and timely reporting.

1.13.7. The Contractor must provide implementation-focused technical assistance to ensure participating organizations can execute approved investments effectively, not solely receive funds.

1.13.8. The Contractor must provide practical technical assistance (TA) to support implementation planning, workflow design, change management, vendor onboarding, and operational problem-solving as requested by participating organizations.

1.13.9. The Contractor must provide standardized TA resources (e.g., toolkits, checklists, sample workflows, training materials) and adapt supports for organizations with limited administrative capacity.

1.13.10. The Contractor may convene and coordinate partners to support multi-entity models and system-change initiatives that require cross-sector alignment (e.g., EMS integration, transportation coordination, specialty access models).

1.13.11. The Contractor may convene cross-sector workgroups to design and implement shared models and coordinated approaches across multiple organizations.

1.13.12. The Contractor may broker agreements and develop implementation-ready artifacts (e.g., draft MOUs/letters of intent, roles and responsibilities, referral workflows, operational procedures) to support multi-entity collaboration, subject to GO-NORTH review as applicable.

1.13.13. The Contractor must support shared purchasing power, vendor management, and interoperability approaches to enable rural providers to access common solutions and participate in shared procurements.

1.13.14. The Contractor must support vendor management activities as requested by GO-NORTH (e.g., onboarding processes, issue tracking, implementation coordination) and promote consistency and

interoperability across participating organizations, consistent with GO-NORTH direction and applicable requirements.

Projects to Increase Use of Primary Care.

1.14. The Contractor must support strategies that increase access to, and utilization of, primary care services, which may include:

1.14.1. Fully virtual primary care models;

1.14.2. Home-based care models including expansion of home visiting, community paramedicine, and home-based primary care where appropriate;

1.14.3. Expanding team-based care models including integration of behavioral health, oral health, community health workers, and other disciplines into primary care to address medical and social needs;

1.14.4. Integrating technological advancements into primary care that enhance the number of patients primary care teams and providers can treat, and improving workflow and documentation efficiencies;

1.14.5. Assisting in revenue capture and financial sustainability for primary care prevention activities, including but not limited to, integrating the preventive services and care coordination services within the New Hampshire Medicaid Primary Care and Prevention Model of Care.

1.14.5.1. In supporting strategies that increase access to, and utilization of, primary care services Contractor will identify strategies that have a positive impact on the financial solvency of primary care providers and shall prioritize technological advancements and revenue cycle management support that have a net positive return on investment.

Projects to Improve Access to Care.

1.15. Implement innovative models for access to care. The Contractor may work with regional partnerships, which include rural providers, and community partners to design, implement, and evaluate innovative models that improve access to care for rural residents. Support shall include, but is not limited to, the following components:

1.15.1. Strengthening access to timely emergency and urgent care. Activities may include:

1.15.1.1. Developing and implementing nurse triage programs embedded in 911 dispatch that are paired with Mobile Integrated Health (MIH) programs to improve patient navigation and reduce unnecessary ED utilization.

1.15.1.2. Providing grants to communities to establish, stabilize, or expand EMS units in areas with limited coverage, based on needs assessments and priorities identified by regional partnerships.

1.15.1.3. Providing awards, stipends, or other incentives for individuals who complete EMS training, pursue advanced certifications, and serve as preceptors or mentors to strengthen the EMS workforce pipeline.

Home Health Care.

1.16. The Contractor must support home health agencies and related community providers to expand access to home-based care in rural areas. Activities may include, but are not limited to:

1.16.1. Implementing or expanding community nurse models within home health agencies to provide in-home assessment, chronic disease management, and care coordination.

1.16.2. Supporting IT advances including training, upgrades to or adoption of electronic health records (EHRs), remote patient monitoring, store and forward technology and other digital tools to improve care, cybersecurity improvements, and appropriate use of artificial intelligence (AI) tools to support documentation and care management.

1.16.3. Implementing strategies to attract and retain the home health workforce including targeted recruitment, upskilling, and retention initiatives.

Medication Access.

1.17. The Contractor must support strategies to improve access to medications in rural areas. Activities may include, but are not limited to:

1.17.1. Providing pharmacy lock-boxes and other medication-dispensing solutions, and administering grants to support pharmacy access in rural communities as having limited pharmacy services.

Specialty Care.

1.18. The Contractor must support expansion of specialty care access through telehealth and other innovative approaches. Activities may include, but are not limited to:

1.18.1. Providing telehealth grants to support the adoption and integration of tele-specialty services (e.g., obstetrics, cardiology, psychiatry, outpatient peer-to-peer consults, tele-pharmacy, and other specialty telehealth accessible inside the community or at a healthcare clinic).

1.18.2. Assisting providers and organizations with workflow design, technology selection, credentialing/privileging, and evaluation of tele-specialty programs.

1.18.3. Primary Care and Workforce Development. The Contractor must support innovative primary care models and workforce development efforts to increase access and capacity in rural areas. Activities may include, but are not limited to:

1.18.3.1. Developing and implementing an occupational medicine hub-and-spoke model in partnership with primary care practices to support rural employers and employees.

1.18.3.2. Supporting the design and implementation of virtual primary care models (e.g., fully virtual or hybrid) to expand access for rural residents.

1.18.3.3. Providing technical assistance and support for "Ready for Rural" and other shared staffing models between urban and rural providers (e.g., cross-coverage arrangements, tele-consultation models, and shared specialists).

1.18.3.4. Supporting family medicine and dental residency programs, including partnerships with regional consortia (e.g., hospital–FQHC collaborations) to create rural training tracks and rotations and supporting development of a northern New Hampshire Family Medicine Residency Program.

1.18.3.5. Supporting the development of a dental residency in a rural region in collaboration with academic partners and host sites with input from regional partnerships and GO-NORTH.

School-Based Health Services.

1.19. The Contractor must support expansion of school-based health services to improve access for children and adolescents in rural communities. Activities may include, but are not limited to:

1.19.1. Expanding school-based oral health programs to additional schools with input from regional partnerships and local partners.

1.19.2. Assisting with purchasing and implementing an electronic dental record (EDR) system for school-based oral health programs to support documentation, interoperability, and reporting.

Hospitals and Nursing Facilities.

1.20. The Contractor must support rural hospitals and nursing facilities to enhance access, quality, and capacity. Activities may include, but are not limited to:

1.20.1. Providing grants to support recruitment and retention of clinical and non-clinical staff.

1.20.2. Providing grants to hospitals, EMS units, and other rural providers and organizations (e.g., nursing facilities, rehabilitation facilities, transitional housing programs) to pilot and scale inter-facility transport models that ensure patients receive care in the most appropriate setting.

1.20.3. Supporting upgrades for outdated equipment (e.g., point-of-care ultrasound and other diagnostic equipment) critical to safe, high-quality care in rural settings.

1.20.4. Providing rural hospital telehealth grants to support the adoption and integration of tele-specialty services such as obstetrics, stroke, psychiatry, inpatient peer-to-peer consults, tele-critical care, and tele-pharmacy for medication reconciliation in inpatient and surgical settings.

1.20.5. Assisting providers with workflow design, technology selection, credentialing/privileging, and evaluation of tele-specialty programs.

1.20.5.1. In facilitating, and investing in, projects that improve access to care, Contractor will identify strategies that have a positive impact on the financial solvency of providers implementing such projects and shall prioritize, as applicable, investments that have a net positive return on investment for providers.

Projects to Support Financial Sustainability.

1.21. Support for Value-Based Payment (VBP) readiness among rural providers by:

1.21.1. Supporting increased readiness among providers in rural areas to participate in value-based payment (VBP) arrangements. Support may be provided to all rural health provider types, including but not limited to:

1.21.1.1. Critical Access Hospitals,

1.21.1.2. Rural Health Clinics,

1.21.1.3. Federally Qualified Health Centers,

1.21.1.4. Primary Care Practices in Rural Areas,

1.21.1.5. Other designated providers.

1.21.2. Supporting all rural health providers, as listed above, to strengthen the infrastructure and capabilities needed for VBP participation. Activities may include:

1.21.2.1. Digital health infrastructure. The Contractor must support the planning, procurement, implementation, and/or optimization of digital health infrastructure to enable:

1.19.2.1.1 Real-time or near real-time claims management and denial tracking;

1.19.2.1.2 Streamlined prior authorization processes;

1.19.2.1.3 Enhanced interoperability and data exchange with payers and other care partners; and

1.19.2.1.4 Capture, analysis, and reporting of quality, utilization, and cost measures required for VBP arrangements.

Technology enhancements.

1.22. The Contractor must provide technology procurement technical assistance to rural health providers to support rural health providers with their selection, and effective use of technology solutions that improve clinical and administrative performance, which may include, but is not limited to:

1.22.1. Clinical tools such as ambient listening, clinical artificial intelligence, clinical decision support, and evidence-based clinical reference tools to reduce documentation burden and support high-quality, guideline-concordant care;

1.22.2. Administrative, claims management, billing, coding, and related revenue cycle technology solutions to improve financial capture of preventive and primary care services, accuracy, timeliness, and insight into financial and quality performance under VBP arrangements.

Cybersecurity and Shared Services.

1.23. The Contractor must support cybersecurity investments to protect health information systems and safeguard data used for VBP arrangements. Activities may include, but are not limited to:

1.23.1. Conducting cybersecurity needs assessments and gap analyses.

1.23.2. Developing and implementing remediation plans and prioritized recommendations.

1.23.3. Supporting shared or regional purchasing strategies for cybersecurity and related IT tools that enhance interoperability, standardization, and the efficiency of shared services among rural providers.

Value-Based Payment Support.

1.24. Federally Qualified Health Centers (FQHCs) and primary care practices. The Contractor must provide targeted support to FQHCs and primary care practices to strengthen their readiness for VBP arrangements. Activities may include, but are not limited to:

1.24.1. Collaborating with FQHCs and primary care practices to engage an Accountable Care Organization (ACO) readiness or enabling partner.

1.24.2. Enhancing administrative efficiency for FQHCs by centralizing key services such as payer contracting, revenue cycle management (RCM), and related administrative functions.

1.24.3. Procuring or leveraging technology and data analytics solutions to support predictive risk modeling and population health management, either directly or through an ACO enabling partner.

Rural Hospitals.

1.25. The Contractor must provide training and technical assistance to clinical and administrative leaders in rural hospitals to strengthen financial performance, quality, and safety within VBP and related payment models. Activities may include, but are not limited to:

1.25.1. Optimizing financial performance. Strengthening skills in budgeting, cost analysis, revenue capture, and cost reduction while maintaining quality of care.

1.25.2. Improving cost reporting and reimbursement. Enhancing the accuracy and completeness of cost reporting and supporting the implementation and appropriate use of swing beds, including documentation and regulatory requirements.

1.25.3. Advancing performance and continuous quality improvement (CQI). Building capacity to use data for decision-making, apply continuous quality improvement (CQI) methods including but not limited to PDSA cycles, monitor key performance indicators, and spread successful practices.

1.25.4. Supporting patient safety and risk management. Implementing tools and practices for patient safety, including incident reporting, root cause analysis, and just culture approaches.

Promote Partnerships and Collaboration Across RHTP Projects.

1.26. The Contractor must facilitate healthcare employers participation and collaboration with the New Hampshire Career and Technical Education ("CTE") Centers, Community College System of New Hampshire ("CCSNH"), and University System of New Hampshire ("USNH") to identify rural healthcare workforce needs and to create and develop rural healthcare workforce pathways

and pipelines, including, but not limited to, partnering with the CTE centers, CCSNH, USNH, and other education partners to expand clinical rotations, preceptorships, and post-graduation placement opportunities to address rural healthcare workforce needs.

1.27. The Contractor must regularly collaborate and communicate with GO-NORTH on the implementation of the RHTP initiatives within the scope of services described in this Contract. To facilitate such communication and collaboration, Contractor shall designate a single point of contact who is responsible for communicating with GO-NORTH, facilitating Contractor's collaboration with GO-NORTH, and managing the implementation of the RHTP initiative activities under this Contract. Contractor shall identify this individual in writing to GO-NORTH and shall provide GO-NORTH with timely prior notice of any anticipated changes to this single point of contact.

1.28. The Contractor must participate in meetings with the GO-NORTH on a monthly basis, or as otherwise requested by GO-NORTH. Such meetings may include, but are not limited to:

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

1.28.2. Quarterly and annual program performance reviews.

1.28.3. Ad hoc technical assistance session.

1.29. The Contractor must participate in RHTP initiative sustainability planning in collaboration with partners and GO-NORTH. The sustainability plan must outline strategic goals, partnership structures, and implementation pathways that support long-term sustainability of New Hampshire's RHTP initiatives.

1.30. Procurements

1.30.1. Sections 1.30.2 through 1.30.6 below apply to procurements in excess of the default micro-purchase thresholds established in 2 CFR 200.320 – Procurement Methods.

1.30.2. 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.

1.30.3. 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.

1.30.4. 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.

1.30.5. 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.

1.30.6. 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 organizations board of directors.

1.31. Work Plan

1.31.1. Within thirty (30) days after the Effective Date of this Contract, the Contractor must submit to GO-NORTH for review and approval an initial work plan, followed by a detailed work plan (the "Work Plan") within 60 days of the effective date to perform 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.

1.32. Performance Metrics

1.32.1. Quarterly Progress Reporting

1.32.1.1. 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 7
Quarterly Report #2	October 31	January 30	February 7
Quarterly Report #3	January 31	April 30	May 7

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.

*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.

1.32.2. Annual Progress Reporting:

1.32.2.1. 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 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:

1.19.2.1.1 Annual progress report #1: December 29, 2025 through July 30, 2026 and due August 7, 2026.

1.19.2.1.2 Annual progress report #2: August 1, 2026 through July 30, 2027, and due August 7, 2027.

1.19.2.1.3 Annual progress report #3: August 1, 2027 through July 30, 2028, and due August 7, 2028.

1.19.2.1.4 Annual progress report #4: August 1, 2028 through July 30, 2029, and due August 7, 2029.

1.19.2.1.5 Annual progress report #5: August 1, 2029 through July 30, 2030, and due August 7, 2030.

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

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

Such reporting time periods and due dates may be changed by GO-NORTH with prior notice to, and in collaboration with, the Contractor.

1.32.3. The Contractor must submit annual and quarterly reports, on a format as determined by GO-NORTH.

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

1.33. The Contractor must monitor the scope of services outlined in this Contract by reporting performance metrics to GO-NORTH. All performance metrics, and the reporting cadence, will be established by GO-NORTH and provided to 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 Contractor through written guidance from GO-NORTH to Contractor are hereby incorporated into this Contract by reference and shall be aligned with the activities set forth in this Exhibit B and with the State's RHTP initiatives.

1.34. 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:

1.34.1. 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.

1.34.2. Contribute to GO NORTH's implementation science 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.

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

1.34.4. 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.

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

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

1.34.7. 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.

1.35. The Contractor may be required to provide other key data and metrics to GO-NORTH in a format specified by the GO-NORTH.

1.36. Confidential Data

1.36.1. 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 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.

1.36.2. The Contractor acknowledges and agrees that it, and its subcontractors, awardees, affiliates and other persons engaged to perform 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, and must ensure that its subcontractors, awardees, affiliates and other persons engaged to perform the activities of this Contract are subject to these same confidentiality provisions and comply with all applicable data sharing and confidentiality state and federal laws and regulations.

1.36.3. 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.

1.36.4. 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.

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

1.37. Contract End-of-Life Transition Services

1.37.1. General Requirements

1.37.1.1. 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 "Transition Plan"). GO-NORTH must provide the Transition Plan template to the Contractor.

1.37.1.2. 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 State Confidential Information and cooperation with and assistance to Recipient and any third-party consultants engaged by Recipient in connection with the Transition Services.

1.37.1.3. 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.

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

1.37.1.5. 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 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.

1.37.1.6. Unless otherwise specified, 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.

1.37.1.7. Unless otherwise specified, 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.

1.37.1.8. 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.

1.37.2. Disagreement over Transition Services Results

1.37.2.1. 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 shall 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 Service priorities and expenditure requirements under this Agreement so as 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. Review by GO-NORTH. The Contractor shall 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 presentation includes 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

3.2.3.2. All media interviews, media requests, releases of information, filming, and broadcasts.

3.2.4. For 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 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 Contract 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

Governor's Office of New Opportunities & Rural Transformational Health ("GO NORTH")
Implementation Support Across RHTP Initiatives

EXHIBIT C

Payment Terms

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 Contractor, 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, inclusive of any subcontractors, subrecipients or subawardees of Contractor, indirect costs and administrative costs must not exceed 10% of The Contractor's total funding 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. Payments for deliverables must be reasonably based on the cost to produce the deliverable and the Contractor and its subrecipients must maintain documentation evidencing such costs. Deliverable payments shall be made only after acceptance by GO-NORTH (or the Contractor in the case of a deliverable based payment to a subrecipient) of the completed deliverable.

3. Subject to GO-NORTH prior approval, and in accordance with 2 CFR Part 200, the Contractor may receive advance payment for services and activities provided within the scope of this Agreement.

4. Notwithstanding Section 2.4 above, all other Payments 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 Exhibit C-1, Budget.

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. Payments made under this Agreement for the recruitment and retaining of clinical workforce talent to rural areas, require a clinical service commitment from participating individuals NH rural communities[1] for a minimum of 5 years in accordance with the terms and conditions of the CMS Rural Health Transformation Program. The Contractor must work in collaboration with GO-NORTH to establish controls subject to GO-NORTH approval the five (5) year service requirement is met. Controls must include but are not limited to tracking that the five (5) year service commitment on an individual basis and a requirement to recoup payments made to individuals to recruit to, or retain in, the rural clinical workforce. Any recouped funds must be promptly returned to GO-NORTH, no later than within thirty (30) calendar days from the date of receipt of recouped funds from the individual and must maintain documentation supporting the recoupment and repayment in accordance with applicable record retention requirements.This provision shall survive the termination of this Agreement.

7. The Contractor shall submit an invoice to GO-NORTH no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

   7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   7.2. Is submitted in a format as provided by or otherwise acceptable to GO-NORTH.

   7.3. Identifies and requests payment in accordance with Section 3, above.

   7.4. Includes supporting documentation with each invoice, as requested by GO-NORTH, including, but not limited to, proof of expenditures and proof of payment, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

   7.5. Is completed, dated and returned to GO-NORTH to initiate payment.

   7.6. Is assigned an electronic signature and submitted via email.

[1] Rural Area is defined as either (i) a healthcare clinical facility located in a rural region of New Hampshire as defined by HRSA (https://data.hrsa.gov/topics/rural-health/rural-health-eligibility); or (ii) a healthcare facility 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.

8. 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.

9. 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.

10. 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:

    10.1. 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.

    10.2. 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.

10.3. Pre-contract effective date costs.

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

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

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

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

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

10.9. 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.

10.10. 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.

10.11. 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.

10.12. 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 approval.

10.13. 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.

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

10.15. 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.

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

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

12. 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.

13. Audits

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

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

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

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

13.2. 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.

13.2.1. 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.

13.3. 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.

13.4. 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.

13.5. 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.

14. 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:	*Foundation for Healthy Communities*				
Budget Request for:	*Rural Health Transformation*				
Budget Period:	*G&C Approval through 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	$800,000	$1,200,000	$1,260,000	$1,323,000	$1,389,150
2. Fringe Benefits	$320,000	$480,000	$504,000	$529,200	$555,660
3. Consultants	$4,500,000	$4,250,000	$4,071,000	$3,800,000	$3,790,000
Indirect cost rate cannot be applied to equipment costs per 2	$12,000	$12,000	$12,000	$12,000	$12,000
5.(a) Supplies - Educational	$250	$250	$250	$250	$250
5.(b) Supplies - Lab	$250	$250	$250	$250	$250
5.(c) Supplies - Pharmacy	$500	$500	$500	$500	$500
5.(d) Supplies - Medical	$5,000	$5,000	$5,000	$5,000	$5,000
5.(e) Supplies - Office	$50,000	$50,000	$50,000	$50,000	$50,000
6. Travel	$35,000	$35,000	$31,000	$26,500	$28,000
7. Software	$150,000	$100,000	$100,000	$100,000	$100,000
8. (a) Other - Marketing/Communications	$52,750	$52,300	$50,500	$50,000	$50,250
8. (b) Other - Education and Training	$10,000	$10,000	$10,000	$10,000	$10,000
8. (c) Other - Other (specify below)	$0	$0	$0	$0	$0
Performance Based Services	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Office Rent	$32,000	$48,000	$48,000	$48,000	$48,000
Meetings	$50,000	$50,000	$50,000	$50,000	$50,000
Phone (office and cell)	$40,000	$60,000	$60,000	$60,000	$60,000
Legal Services	$75,000	$50,000	$50,000	$50,000	$50,000
Audit	$40,000	$40,000	$40,000	$40,000	$40,000
Printing	$5,000	$5,000	$5,000	$5,000	$5,000
Computer expenses	$49,000	$24,000	$24,800	$25,600	$26,400
9. Subrecipient Contracts	$52,675,052	$38,900,045	$39,000,045	$42,364,016	$44,503,058
Total Direct Costs	$60,901,802	$47,372,345	$47,372,345	$50,549,316	$52,773,518
Total Indirect Costs	$5,645,592	$4,391,412	$4,391,412	$4,685,920	$4,892,099
Subtotals	$66,547,394	$51,763,757	$51,763,757	$55,235,236	$57,665,617
	TOTAL				**$282,975,761**

Initial

Contractor Initials: PA

Date: 2/23/2026

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.

Contractor's Initials Initial PA

Date 2/23/2026

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 (l)(b) of this certification; and
    - 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (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.

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

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.

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.

Contractor's Initials Initial PA

Date 2/23/2026

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: PCUKMCAPNQF8

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

   X NO _____ YES

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

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

   _____ NO _____ YES

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Name: Foundation for Healthy Communities

2/23/2026
Date:

Signed by:
53C228F07B1F440...
Name: Peter Ames
Title: Executive Director

Initial PA

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State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: **63943**

Certificate Number: **0007765132**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of January A.D. 2026.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Stephen Ahnen, 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 Foundation for Healthy Communities.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 12th, 2017, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Peter Ames (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Foundation for Healthy Communities 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: January 30, 2026

Signature of Elected Officer

Name: Stephen Ahnen

Title: President

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NEWHAMP-02 LCRANDALL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/26/2026

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 License # 1780862
HUB International New England
30 Donald B Dean Dr
South Portland, ME 04106

CONTACT NAME: Lynda Crandall
PHONE (A/C, No, Ext): (207) 558-6594 FAX (A/C, No):
E-MAIL ADDRESS: Lynda.crandall@hubinternational.com

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		08SBAVW2923	6/22/2025	6/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		08SBAVW2923	6/22/2025	6/22/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WECIV5293	6/22/2025	6/22/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NONPROFIT COVER SHEET

A. Entity Name: Foundation for Healthy Communities

B. Entity's Contact Information:

For Records Requests (e.g., resumes of key personnel; audited financial statements):

Name / Phone / Email: Peter Ames/603-415-4270/pames@healthynh.org

Person responsible for Accuracy and Completeness of information provided:
Name: Peter Ames Title: Executive Director
Signature: _____

C. List Board of Directors and Affiliations

Name (Identify any additional role(s) in Parentheses) E.g., John Doe (President)	Affiliations
Colin McHugh (Chair)	President & CEO, Southern New Hampshire Health
Monica Bonica (Vice Chair)	Associate Professor, Health Management and Policy, University of New Hampshire
Stephen Ahnen (Secretary/Treasurer)	President, New Hampshire Hospital Association
Andrew Watt (Immediate Past Chair)	Chief Clinical Integration and Transformation Officer, Southern New Hampshire Health
Peter Ames (ex officio)	Executive Director, Foundation for Healthy Communities
Rob Dapice	Executive Director/CEO, New Hampshire Housing
Cherie Holmes, MD	Assistant Professor of Community and Family Medicine, Dartmouth Geisel School of Medicine
Fuad Kahn, MD, MBA	Sr. Director of Behavioral and Community Health Mass General Brigham, Wentworth-Douglass Hospital
Sally Kraft, MD	Vice President of Population Health, Dartmouth-Hitchcock Health
Lisa Madden, MSW, LICSW	President and CEO, Riverbend Community Mental Health Center Vice President, Behavioral Health, Concord Hospital
Tom Manion, MPA, FACHE	Chief Operation Officer, Dartmouth-Hitchcock Medical Center
Holly McCormack, DNP, RN	Chief Executive Officer, Cottage Hospital
Jennifer Michaleas	Regional Vice President, Healthcare Networks, Anthem
Betsey Rhynhart	Vice President, Population Health, Concord Hospital
Jeremy Roberge, CPA	President & CEO, Huggins Hospital

John Skevington	Chief Executive Officer, Catholic Medical Center
Keliane Totten, M.Ed., MCHES	Chief Executive Officer, Home Care, Hospice & Palliative Care Alliance of NH

D. List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or may be attached):

Name	Role	Annual Salary	Amount Paid From This Contract
Peter Ames	Executive Director	$180,000	40%
Chris Symolon	Project Manager	$85,000	100%
TBD	VP RHT	$140,000	100%
TBD	Project Director	$85,000	100%
TBD	Project Director	$85,000	100%
TBD	Project Director	$85,000	100%
TBD	Project Director	$85,000	100%
TBD	Project Director	$85,000	100%
TBD	Project Director	$85,000	100%
TBD	Project Director	$85,000	100%
TBD	Project Director	$85,000	100%

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

[X] The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**

[ ] The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).

_____

_____

_____

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

[X] is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**

[ ] is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**

[ ] is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screen shot from the DOJ Registered Charities List found at:

https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf

6182	Foundation for Healthy Communities	125 Airport Road	Concord	NH	03301	[illegible]	5/15/2026

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FINANCIAL DISCLOSURES

G. Check one the following:

[X] The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**

[X] The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**

[ ] ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

Revenue		Expenses	
Grants	$	*Compensation of officers, directors, and key personnel*	$
Donations	$		
Program Services Revenue	$	*Other salaries & wages*	$
Interest & Dividends	$	*Payroll taxes & employee benefits*	$
All other Revenue	$	*Occupancy, rent, utilities, and insurance*	$
Total Revenue	$	*Printing, publications, postage, office supplies, and IT*	$
		All other expenses	$
		Total Expenses	$

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2. BALANCE SHEET

Assets	
Cash & Equivalents	$
Investments	$
Real Estate (less any depreciation)	$
Other Property & Equipment (less any depreciation)	$
Pledges, grants, accounts receivable	$
All other assets	$
Total Assets	$

Liabilities	
Accounts Payable	$
Loans Payable	$
All other liabilities	$
Total Liabilities	$

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Foundation for Healthy Communities

Mission Statement

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

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

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BerryDunn

Foundation *for*
Healthy Communities

FINANCIAL STATEMENTS
with
SUPPLEMENTARY INFORMATION
and
FEDERAL REPORTS IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS* AND THE UNIFORM GUIDANCE

December 31, 2024 and 2023
With Independent Auditor's Report

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BerryDunn

BDMP Assurance, LLP

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Foundation for Healthy Communities

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Foundation for Healthy Communities (Foundation), which comprise the statement of financial position as of December 31, 2024, and the related statements of activities and changes in net assets, and cash flow for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2024, and the changes in its net assets and its cash flow for the year then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Basis for Opinion

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

Prior Period Financial Statements

The financial statements of the Foundation as of and for the year ended December 31, 2023, were audited by Berry, Dunn, McNeil & Parker, LLC whose report, dated April 29, 2024, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

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

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

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Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Report on Supplementary Information

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

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Board of Trustees
Foundation for Healthy Communities

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 11, 2025 on our consideration of the Foundation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Foundation's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Foundation's internal control over financial reporting and compliance.

BDMP Assurance, LLP

Portland, Maine
April 11, 2025

Docusign Envelope ID: 2D6C52BF-DB84-4926-B64A-255D056C6974

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Financial Position

December 31, 2024 and 2023

	2024	2023
ASSETS		
Current assets		
Cash and cash equivalents	$ 1,687,510	$ 1,565,687
Current portion of grants receivable	903,166	1,209,450
Due from affiliate	87,187	41,927
Prepaid expenses	7,521	10,006
Total current assets	2,685,384	2,827,070
Grants receivable, net	300,000	450,000
Investments	1,249,433	1,084,967
Property and equipment, net	13,564	-
Total assets	$ 4,248,381	$ 4,362,037
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	$ 630,853	$ 826,536
Accrued payroll and related amounts	165,079	115,328
Due to affiliate	67,193	106,658
Deferred revenue	11,346	20,324
Total current liabilities and total liabilities	874,471	1,068,846
Net assets		
Without donor restrictions		
Operating	1,497,675	1,516,413
Internally designated	751,700	453,978
Total without donor restrictions	2,249,375	1,970,391
With donor restrictions	1,124,535	1,322,800
Total net assets	3,373,910	3,293,191
Total liabilities and net assets	$ 4,248,381	$ 4,362,037

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

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FOUNDATION FOR HEALTHY COMMUNITIES

Statement of Activities and Changes in Net Assets

Year Ended December 31, 2024

	Without Donor Restrictions				
	Operating	Internally Designated	Total	With Donor Restrictions	**Total**
Revenues					
Foundation support	$ 523,121	$ -	$ 523,121	$ -	**$ 523,121**
Program services	7,113,112	-	7,113,112	-	**7,113,112**
Seminars, meetings and workshops	268,806	-	268,806	-	**268,806**
Interest and dividend income	48,149	-	48,149	-	**48,149**
Gifts and donations	20	44,375	44,395	841,228	**885,623**
Net assets released from restrictions	933,616	105,877	1,039,493	(1,039,493)	**-**
Net assets transferred from operating to internally designated	(396,000)	396,000	-	-	**-**
Net assets released from internally designated	248,530	(248,530)	-	-	**-**
Total revenues	8,739,354	297,722	9,037,076	(198,265)	**8,838,811**
Expenses					
Salaries, taxes and benefits	2,177,010	-	2,177,010	-	**2,177,010**
Other operating	187,670	-	187,670	-	**187,670**
Program services	6,300,671	-	6,300,671	-	**6,300,671**
Seminars, meetings and workshops	251,104	-	251,104	-	**251,104**
Depreciation	4,727	-	4,727	-	**4,727**
Total expenses	8,921,182	-	8,921,182	-	**8,921,182**
Change in net assets from operations	(181,828)	297,722	115,894	(198,265)	**(82,371)**
Net realized and unrealized gain on investments	163,090	-	163,090	-	**163,090**
Total change in net assets	(18,738)	297,722	278,984	(198,265)	**80,719**
Net assets, beginning of year	1,516,413	453,978	1,970,391	1,322,800	**3,293,191**
Net assets, end of year	$ 1,497,675	$ 751,700	$ 2,249,375	$ 1,124,535	**$ 3,373,910**

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

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FOUNDATION FOR HEALTHY COMMUNITIES

Statement of Activities and Changes in Net Assets

Year Ended December 31, 2023

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

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

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FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Cash Flows

Years Ended December 31, 2024 and 2023

	2024	2023
Cash flows from operating activities		
Change in net assets	$ 80,719	$ 1,322,298
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	4,727	-
Net realized and unrealized gain on investments	(163,090)	(161,333)
Change in operating assets and liabilities		
Grants receivable	456,284	(571,390)
Due from affiliate	(45,260)	86,203
Prepaid expenses	2,485	444
Accounts payable	(195,683)	200,635
Accrued payroll and related amounts	49,751	536
Due to affiliate	(39,465)	42,674
Deferred revenue	(8,978)	11,381
Net cash provided by operating activities	141,490	931,448
Cash flows from investing activities		
Acquisition of equipment	(18,291)	-
Purchase of investments	(303,052)	(182,524)
Proceeds from sale of investments	301,676	153,352
Net cash used by investing activities	(19,667)	(29,172)
Net increase in cash and cash equivalents	121,823	902,276
Cash and cash equivalents, beginning of year	1,565,687	663,411
Cash and cash equivalents, end of year	$ 1,687,510	$ 1,565,687

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

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Organization

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

1. Summary of Significant Accounting Policies

Use of Estimates

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

Basis of Presentation

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

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Foundation or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. At December 31, 2024 and 2023, the Foundation did not have any funds to be maintained in perpetuity.

Cash and Cash Equivalents

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

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

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Investments

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

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

Employee Fringe Benefits

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

Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as support with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities and changes in net assets as net assets released from restrictions. Grant funds awarded for which restrictions have been met in the year of award are reported in the statements of activities and changes in net assets in program services revenues.

In certain cases, if there are unused grant funds when restrictions expire, the Foundation seeks authorization from the grantor to retain and repurpose those funds. If approved, the Board of Trustees or management internally designates the funds for future use. These funds are reclassified to net assets without donor restrictions and reported as net assets released from restrictions.

Grants that are conditional (i.e., those requiring specific barriers to be overcome, such as incurring qualifying expenses or meeting matching requirements) are not recognized as revenue until the conditions have been substantially met. The amount of such funds the Foundation will ultimately receive depends on the actual scope of each program, as well as the availability of funds. The ultimate disposition of grant funds is subject to audit by the awarding agencies.

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The program services revenue includes primarily grants awarded to the Foundation to improve health and health care for all throughout the state of New Hampshire. The Foundation contracts with federal and state governments and private organizations to provide goods and services to beneficiaries. Contracts are awarded to the Foundation to fund operations of individual programs over specific time periods.

As of December 31, 2024 and 2023, the Foundation's grant receivable is from one unconditional grant awarded by a private foundation. Additionally, as of December 31, 2024, the Foundation has been awarded conditional governmental multi-year awards totaling $3,622,040. These funds are to be expended as services are provided under the respective contracts and are subject to the availability of funding. The multi-year awards are scheduled to expire in September 2029.

Contributions of long-lived assets, or of cash restricted to acquire such assets, are reported as support with donor restrictions if donor stipulations exist. In the absence of explicit donor stipulations regarding how long such assets must be maintained, donor restrictions are considered satisfied when the assets are placed in service. Contributions of long-lived assets without donor restrictions are reported as support without donor restrictions.

Change in Net Assets from Operations

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

Income Taxes

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

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Foundation has considered transactions or events occurring through April 11, 2025, which was the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

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

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

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

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

	2024	2023
Financial assets		
Cash and cash equivalents	**$ 1,687,510**	$ 1,565,687
Grants receivable	**1,203,166**	1,659,450
Due from affiliate	**87,187**	41,927
Investments	**1,249,433**	1,084,967
Internally designated funds	**(751,700)**	(453,978)
Donor restricted funds	**(1,124,535)**	(1,322,800)
Financial assets available at year end for current use to meet general expenditures	**$ 2,351,061**	$ 2,575,253

At December 31, 2024 and 2023, internally designated net assets represent unused grant funds to be used for other unspecified projects by management over the next 12 months. The internally designated net assets are included in cash and cash equivalents and grants receivable.

3. Investments and Fair Value Measurement

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

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

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

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

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Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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

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

	2024	2023
Marketable equity securities	$ 263,693	$ 202,782
Mutual funds	985,740	882,185
	$ 1,249,433	$ 1,084,967

4. Property and Equipment

Property and equipment is summarized as follows as of December 31:

	2024	2023
Leasehold improvements	$ 1,118	$ 1,118
Furniture and equipment	165,717	147,427
	166,835	148,545
Less accumulated depreciation	153,271	148,545
Property and equipment, net	$ 13,564	$ -

5. Net Assets

Net assets with donor restrictions of $1,124,535 and $1,322,800 consisted of specific grant programs as of December 31, 2024 and 2023, respectively. The grant programs relate to improvements to access and the delivery of healthcare services.

6. Related Party Transactions

The Foundation leases space from the Association on a month to month basis. Rental expense under this lease for the years ended December 31, 2024 and 2023 was $65,191 and $55,300, respectively.

The Association provides various accounting, public relation and janitorial services to the Foundation. The amount expensed for these services in 2024 and 2023 was $235,263 and $218,816, respectively. In addition, the Association bills the Foundation for its allocation of shared costs. As of December 31, 2024 and 2023, the Foundation owed the Association $67,193 and $106,658, respectively, for services and products provided by the Association.

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The Association owed the Foundation $87,187 and $41,927 as of December 31, 2024 and 2023, respectively, for support allocated to the Foundation. For the years ended December 31, 2024 and 2023, the Foundation received support from the Association in the amount of $523,121 and $503,121 and is included in foundation support in the statement of activies and changes in net assets.

7. Retirement Plan

The Foundation participates in the Association's 401(k) profit-sharing plan, which covers substantially all employees and allows for employee contributions of up to the maximum allowed under Internal Revenue Service regulations. Employer contributions are discretionary and are determined annually by the Foundation. Retirement plan expense for 2024 and 2023 was $76,660 and $62,449, respectively.

8. Functional Expenses

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

Expenses by function and natural classification are as follows:

	2024	2023
Program		
Salaries and related taxes	$ 1,650,790	$ 1,462,409
Office supplies and other	924,628	276,918
Occupancy	62,298	51,402
Subrecipients	4,210,583	2,978,175
Subcontractors	1,210,851	2,111,111
Seminars, meetings and workshops	290,149	286,216
Insurance	3,158	3,292
Depreciation	4,727	-
Total program	8,357,184	7,169,523
General and administrative		
Salaries and related taxes	526,220	396,477
Office supplies and other	5,081	5,002
Occupancy	30,594	28,080
Insurance	2,103	2,194
Total general and administrative	563,998	431,753
	$ 8,921,182	$ 7,601,276

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SUPPLEMENTARY INFORMATION

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FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2024

Federal Program	Federal AL Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Commerce				
Direct programs:				
Regional Technology and Innovation Hubs	11.039		$ -	$ 1,400
Total U.S. Department of Commerce			-	1,400
U.S. Department of Health and Human Services				
Pass-through programs:				
State of New Hampshire Department of Health and Human Services				
State Rural Hospital Flexibility Program	93.241	05-95-90-902010-2218	-	156,370
Immunization Cooperative Agreements	93.268	05-95-90-902510-2495	1,106,342	1,424,285
Small Rural Hospital Improvement Grant Program	93.301	05-95-90-901010-2219	-	105,463
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	95-90-903010-2643	-	1,223,139
Cooperative Agreement to Support Navigators in Federally-facilitated Exchanges	93.332	NAVCMS2404 72-01-00	117,868	354,954
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	05-95-90-901010-5771	687,623	732,785
National Bioterrorism Hospital Preparedness Program	93.889	95-90-902510-1113	-	591,647
Block Grants for Prevention and Treatment of Substance Abuse	93.959	Various	35,391	44,432
State Opioid Response Grants (STR)	93.788	05-95-920510-70400000	1,566,197	1,848,994
Total U.S. Department of Health and Human Services			3,513,421	6,482,069
Total expenditures of federal awards			$ 3,513,421	$ 6,483,469

See accompanying notes to the schedule of expenditures of federal awards

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FOUNDATION FOR HEALTHY COMMUNITIES

Notes to the Schedule of Expenditures of Federal Awards

Year Ended December 31, 2024

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (Schedule) includes the federal awards activity of Foundation for Healthy Communities (Foundation) under programs of the federal government for the year ended December 31, 2024. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Foundation, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Foundation.

2. Summary of Significant Accounting Policies

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

3. Indirect Cost Rate

For federal awards issued prior to October 1, 2024, a 10% de minimis rate is applied to the direct costs of awards that do not have an established indirect cost rate. For awards issued on or after October 1, 2024, the de minimis rate has been increased to 15%.

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BDMP Assurance, LLP

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

Board of Trustees
Foundation for Healthy Communities

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Foundation for Healthy Communities (Foundation), which comprise the statement of financial position as of December 31, 2024, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 11, 2025.

Report on Internal Control over Financial Reporting

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

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

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

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Board of Trustees
Foundation for Healthy Communities

Report on Compliance and Other Matters

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

Purpose of this Report

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

BDMP Assurance, LLP

Portland, Maine
April 11, 2025

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

Board of Trustees
Foundation for Healthy Communities

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Foundation for Healthy Communities' (Foundation) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on each major federal program for the year ended December 31, 2024. The Foundation's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Foundation complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each major federal program for the year ended December 31, 2024.

Basis for Opinion on Each Major Federal Program

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

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

Responsibilities of Management for Compliance

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

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Auditor's Responsibilities for the Audit of Compliance

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

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

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

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

Report on Internal Control over Compliance

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

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Board of Trustees
Foundation for Healthy Communities

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

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

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

BDMP Assurance, LLP

Portland, Maine
April 11, 2025

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FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Findings and Questioned Costs

Year Ended December 31, 2024

Section I. Summary of Auditor's Results

Financial Statements

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

Federal Awards

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

Identification of Major Programs

AL Number(s)	Name of Federal Program or Cluster
93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
93.788	State Opioid Response Grants (STR)

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

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FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Findings and Questioned Costs (Concluded)

Year Ended December 31, 2024

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

None noted

Section III. Findings and Questioned Costs for Federal Awards

None noted

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FOUNDATION FOR HEALTHY COMMUNITIES

Summary Schedule of Prior Year Audit Findings

Year Ended December 31, 2024

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

Finding Number:	2023-001
Condition Found:	During our audit, it was discovered the Foundation had been awarded a $1,000,000 unconditional grant to be received over five years. The Foundation recorded the amount received in 2023 as grant support. The Foundation did not record the remaining future payments expected to be received as grant support during the year ended December 31, 2023.
Recommendation:	We recommended the Foundation analyze all grants awarded to determine whether or not there are conditions included in the grant agreements that would limit the Foundation's ability to recognize the full amount of the grant award.
Current Status:	Resolved.

Section II. Prior Year Findings and Questioned Costs for Federal Awards

None noted

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BerryDunn
Berry, Dunn, McNeil & Parker, LLC

Mr. Stephen Ahnen
Foundation For Healthy Communities
125 Airport Road
Concord, NH 03301

Dear Stephen:

Enclosed are the original and one copy of the 2024 exempt organization return, as follows...

2024 Form 990

We have enclosed copies of all returns. Each copy should be signed, dated and permanently retained in your files.

We have prepared your returns for electronic filing. You should reach the enclosed filing instructions very carefully. After reviewing the return for completeness and accuracy, please sign and date the Form 8879, and then send the signed Form 8879 back to our office. We must receive the signed Form 8879 before we can transmit your return electronically.

Please contact us if you would like written acknowledgment that your e-filed returns were accepted by the applicable taxing authority.

As we have prepared the NH Annual Report on your behalf, it cannot be electronically filed. The original return should be signed, dated and filed in accordance with the filing instructions. Also please note the report signatures must be notarized. We have enclosed mailing envelopes for your convenience. We recommend that you send the return to the State by certified mail with a request for a return receipt. Please retain the receipt as proof of timely filing.

The NH Charitable Trusts Unit is strongly encouraging the filing of the NH Annual Report electronically through www.doj.nh.gov/charitable-trusts/forms.htm. However, at this time paper filings are still being accepted. Should the State ever mandate electronic filing in the future, we will no longer be able to prepare this filing for you.

Form 990 must be made available for public inspection for a three year period beginning with the date the return is filed. The available document must be an exact copy of the return and schedules as filed with the IRS, except the names and addresses of contributors may be excluded. We have enclosed a public disclosure copy. Please call us if you have questions related to the public inspection requirements.

We prepared the return(s) from information you furnished us without verification. Upon examination of the return(s) by taxing authorities, requests may be made for underlying data. We therefore recommend that you preserve all records which you may be called upon to produce in connection with such possible examinations.

We sincerely appreciate this opportunity to serve you. If you have any questions regarding the returns, please do not hesitate to call.

Sincerely,

Joseph R. Byrne

BerryDunn is the brand name under which Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP, independently owned entities, provide services. Berry, Dunn, McNeil & Parker, LLC provides tax, advisory, and consulting services. BDMP Assurance, LLP, a licensed CPA firm, provides attest services.

Docusign Envelope ID: 2D6C52BF-DB84-4926-B64A-255D056C6974

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING
December 31, 2024

Prepared For:

Mr. Stephen Ahnen
Foundation For Healthy Communities
125 Airport Road
Concord, NH 03301

Prepared By:

Berry Dunn McNeil & Parker, LLC
2211 Congress St
Portland, ME 04102

Amount Due or Refund:

Not applicable

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

Not applicable

Return Must be Mailed On or Before:

Not applicable

Special Instructions:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-TE to us by November 17, 2025

Docusign Envelope ID: 2D6C52BF-DB84-4926-B64A-255D056C6974

Extended to November 17, 2025

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

A For the 2024 calendar year, or tax year beginning and ending

B Check if applicable: [ ] Address change [ ] Name change [ ] Initial return [ ] Final return/terminated [ ] Amended return [ ] Application pending

C Name of organization: Foundation for Healthy Communities

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 125 Airport Road | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: Concord, NH 03301

D Employer identification number: 02-0275078

E Telephone number: (603)225-0900

G Gross receipts $ 9,140,487.

F Name and address of principal officer: Stephen M. Ahnen
same as C above

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. See instructions

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: www.healthynh.org

H(c) Group exemption number

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other

L Year of formation: 1968 **M** State of legal domicile: NH

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: To improve health and health care delivery in New Hampshire.

2 Check this box [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	20
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	18
5	Total number of individuals employed in calendar year 2024 (Part V, line 2a)	5	22
6	Total number of volunteers (estimate if necessary)	6	19
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	17,987,218.	7,798,265.
	9	Program service revenue (Part VIII, line 2g)	740,153.	992,397.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	79,238.	55,861.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	18,806,609.	8,846,523.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	12,972,149.	4,210,583.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,858,886.	2,177,010.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) 0.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,770,241.	2,533,589.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	17,601,276.	8,921,182.
	19	Revenue less expenses. Subtract line 18 from line 12	1,205,333.	-74,659.
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	4,362,037.	4,248,381.
	21	Total liabilities (Part X, line 26)	1,068,846.	874,471.
	22	Net assets or fund balances. Subtract line 21 from line 20	3,293,191.	3,373,910.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer | Date

Stephen M. Ahnen, Secretary/Treasurer
Type or print name and title

Paid Preparer Use Only

Preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
Joseph R. Byrne	Joseph R. Byrne	07/10/25		P01289281

Firm's name: Berry Dunn McNeil & Parker, LLC | Firm's EIN: 01-0523282

Firm's address: 2211 Congress St
Portland, ME 04102 | Phone no. (207)775-2387

May the IRS discuss this return with the preparer shown above? See instructions [X] Yes [ ] No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

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

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [X] No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [ ] Yes [X] No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 8,357,184. including grants of $ 4,210,583.) (Revenue $ 992,397.)
Founded in 1968 as an education and research organization for the New Hampshire Hospital Association (NHHA), the Foundation was reorganized in 1995 to meet the needs of a changing health care system. The Foundation for Healthy Communities is led by a board of trustees with a broad range of expertise that guides its strategic and programmatic efforts. Today, the Foundation is a partnership between New Hampshire hospitals, community organizations and other health care stakeholders that focuses on quality of care and access to health services as the major priorities of work, in alignment with the Foundation's mission of improving total population health for all communities.

The Foundation for Healthy Communities is renowned on a state and

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses 8,357,184.

See Schedule O for Continuation(s)

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b	X	
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21	X	

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23	X	
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	28		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		1c	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a 22			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12 10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b			
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders 11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.	13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b			
c	Enter the amount of reserves on hand 13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16		X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17		

Part VI Governance, Management, and Disclosure. *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	20		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	18		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed NH

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[ ] Own website [ ] Another's website [X] Upon request [ ] Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records

Stephen M. Ahnen - (603)225-0900
125 Airport Road, Concord, NH 03301

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
(1) Stephen Ahnen	1.00									
Secretary/Treasurer	40.00	X		X				0.	571,724.	91,725.
(2) Peter Ames	40.00									
Executive Director	0.00	X		X				177,116.	0.	46,822.
(3) Kristine A. Hering	40.00									
VP Quality Improvement	0.00					X		202,556.	0.	11,760.
(4) Luellyn J. Valtin	40.00									
Sr. Director Rural Qlty Improvement	0.00					X		124,303.	0.	7,904.
(5) Kate E. Luczko	40.00									
Sr. Director Healthforce	0.00					X		116,384.	0.	14,688.
(6) Jon Scott Nichols	40.00									
Sr. Director, Health Care Coalition	0.00					X		106,121.	0.	6,915.
(7) Beth Wheeler	40.00									
Sr. Director of Population Health	0.00					X		100,117.	0.	6,604.
(8) Lauren Collins-Cline	0.50									
Immediate Past Chair	0.00	X		X				0.	0.	0.
(9) Betsey Rhynhart	0.50									
Chair	0.00	X		X				0.	0.	0.
(10) Andrew Watt, MD	0.50									
Vice Chair	0.00	X		X				0.	0.	0.
(11) Mark Bonica	0.50									
Trustee	0.00	X						0.	0.	0.
(12) Annette Escalante, MSW, MLADC	0.50									
Trustee	0.00	X						0.	0.	0.
(13) Cherie Holmes, MD	0.50									
Trustee	0.00	X						0.	0.	0.
(14) Fuad Kahn, MD, MBA	0.50									
Trustee	0.00	X						0.	0.	0.
(15) Sally Kraft, MD	0.50									
Trustee	0.00	X						0.	0.	0.
(16) Eileen Groll Liponis	0.50									
Trustee	0.00	X						0.	0.	0.
(17) Lisa Madden	0.50									
Trustee	0.00	X						0.	0.	0.

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
(18) Tom Manion, MPA, FACHE	1.00									
Trustee	1.00	X						0.	0.	0.
(19) Holly McCormack, DNP, RN	1.00									
Trustee	1.00	X						0.	0.	0.
(20) Colin McHugh	1.00									
Trustee	1.00	X						0.	0.	0.
(21) Sue Mooney, MD	0.50									
Trustee	0.00	X						0.	0.	0.
(22) Jeremy Roberge, CPA	1.00									
Trustee	1.00	X						0.	0.	0.
(23) Steve Saltzman	0.50									
Trustee	0.00	X						0.	0.	0.
(24) John Skevington	0.50									
Trustee	0.00	X						0.	0.	0.
(25) Susan Walsh	0.50									
Trustee	0.00	X						0.	0.	0.
(26) Deborah Broadhead, RN	0.50									
Past Trustee	0.00	X						0.	0.	0.
1b Subtotal								826,597.	571,724.	186,418.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								826,597.	571,724.	186,418.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 6

		Yes	No
3 Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
New Hampshire Hospital Association 125 Airport Road, Concord, NH 03301	Shared Services	861,183.
SNHAHEC/Lamprey Health Care, Inc. 207 S. Main Street, Newmarket, NH 03857	Prevention and Control Training	542,606.
Omni Mount Washington Resort, 310 Mount Washinton Hotel, Bretton Woods, NH 03575	Event Services	193,346.
Unite USA, Inc. 217 Broadway FL 8, New York, NY 10007	Computer Software Service	175,000.
Evolve Technologies Corporation 7 Industrial Way Unit #2, Salem, NH 03079	Training Service	116,533.

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 5

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d	523,121.				
	e Government grants (contributions)	1e	6,667,794.				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	607,350.				
	g Noncash contributions included in lines 1a-1f	1g	$				
	h **Total.** Add lines 1a-1f			7,798,265.			
			Business Code				
Program Service Revenue	2 a Indirect Program Incom		900099	660,984.	660,984.		
	b Seminars/Meetings/Work		900099	268,806.	268,806.		
	c Planning Guides		900099	57,607.	57,607.		
	d Project Income		900099	5,000.	5,000.		
	e						
	f All other program service revenue						
	g **Total.** Add lines 2a-2f			992,397.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			48,149.			48,149.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real / (ii) Personal				
	6 a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
			(i) Securities / (ii) Other				
	7 a Gross amount from sales of assets other than inventory	7a	301,676.				
	b Less: cost or other basis and sales expenses	7b	293,964.				
	c Gain or (loss)	7c	7,712.				
	d Net gain or (loss)			7,712.			7,712.
	8 a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9 a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10 a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
			Business Code				
Miscellaneous Revenue	11 a						
	b						
	c						
	d All other revenue						
	e **Total.** Add lines 11a-11d						
	12 **Total revenue.** See instructions			8,846,523.	992,397.	0.	55,861.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX [X]

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	4,210,583.	4,210,583.		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	223,938.	223,938.		
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	1,609,561.	1,144,114.	465,447.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	67,257.	45,518.	21,739.	
9 Other employee benefits	144,946.	127,132.	17,814.	
10 Payroll taxes	131,308.	110,088.	21,220.	
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	39,469.	39,469.		
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	7,006.	7,006.		
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	1,217,226.	1,212,145.	5,081.	
12 Advertising and promotion				
13 Office expenses	15,326.	15,326.		
14 Information technology	58,904.	58,904.		
15 Royalties				
16 Occupancy	92,892.	62,298.	30,594.	
17 Travel	39,045.	39,045.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	251,104.	251,104.		
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	4,727.	4,727.		
23 Insurance	5,261.	3,158.	2,103.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a Project Furniture/Equip	636,292.	636,292.		
b Communication	98,150.	98,150.		
c Advance Care Guides	46,486.	46,486.		
d Miscellaneous	21,701.	21,701.		
e All other expenses				
25 **Total functional expenses.** Add lines 1 through 24e	8,921,182.	8,357,184.	563,998.	0.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here [ ] if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X [X]

				(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing			1	
	2	Savings and temporary cash investments		1,565,687.	2	1,687,510.
	3	Pledges and grants receivable, net		1,659,450.	3	1,203,166.
	4	Accounts receivable, net			4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		10,006.	9	7,521.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 166,835.			
	b	Less: accumulated depreciation	10b 153,271.	0.	10c	13,564.
	11	Investments - publicly traded securities		1,084,967.	11	1,249,433.
	12	Investments - other securities. See Part IV, line 11			12	
	13	Investments - program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11		41,927.	15	87,187.
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		4,362,037.	16	4,248,381.
Liabilities	17	Accounts payable and accrued expenses		941,864.	17	795,932.
	18	Grants payable			18	
	19	Deferred revenue		20,324.	19	11,346.
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		106,658.	25	67,193.
	26	**Total liabilities.** Add lines 17 through 25		1,068,846.	26	874,471.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here [X] and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		1,970,391.	27	2,249,375.
	28	Net assets with donor restrictions		1,322,800.	28	1,124,535.
		Organizations that do not follow FASB ASC 958, check here [ ] and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		3,293,191.	32	3,373,910.
	33	Total liabilities and net assets/fund balances		4,362,037.	33	4,248,381.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	8,846,523.
2	Total expenses (must equal Part IX, column (A), line 25)	2	8,921,182.
3	Revenue less expenses. Subtract line 2 from line 1	3	-74,659.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	3,293,191.
5	Net unrealized gains (losses) on investments	5	155,378.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	3,373,910.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☒ Both consolidated and separate basis	2b	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a	X	
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b	X	

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SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

Name of the organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Part I **Reason for Public Charity Status.** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 [ ] A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 [ ] A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)

3 [ ] A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 [ ] A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____

5 [ ] An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 [ ] A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 [X] An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 [ ] A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 [ ] An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____

10 [ ] An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 [ ] An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 [ ] An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a [ ] **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b [ ] **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c [ ] **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d [ ] **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e [ ] Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations [ ]

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.**

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	12745020.	11752670.	23708046.	17987218.	7798265.	73991219.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	12745020.	11752670.	23708046.	17987218.	7798265.	73991219.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						1139924.
6 **Public support.** Subtract line 5 from line 4.						72851295.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
7 Amounts from line 4	12745020.	11752670.	23708046.	17987218.	7798265.	73991219.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	18,519.	16,943.	19,612.	34,870.	48,149.	138,093.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						74129312.

12 Gross receipts from related activities, etc. (see instructions) 12 3,219,361.

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2024 (line 6, column (f), divided by line 11, column (f)) 14 98.28 %

15 Public support percentage from 2023 Schedule A, Part II, line 14 15 98.75 %

16a **33 1/3% support test - 2024.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☒

b **33 1/3% support test - 2023.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

17a **10% -facts-and-circumstances test - 2024.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

b **10% -facts-and-circumstances test - 2023.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2024 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2023 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2024** (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from **2023** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2024.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b **33 1/3% support tests - 2023.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* **Part VI** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* **Part VI** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* **Part VI** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* **Part VI,** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* **Part VI.**	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* **Part VI.**	9b		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* **Part VI.**	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described on line 11a above?	11b		
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* **Part VI.**	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* **Part VI** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* **Part VI** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* **Part VI** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* **Part VI** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* **Part VI** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* **(see instructions).**

a ☐ The organization satisfied the Activities Test. *Complete* **line 2** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* **line 3** *below.*

c ☐ The organization supported a governmental entity. *Describe in* **Part VI** *how you supported a governmental entity (see instructions).*

			Yes	No
2	Activities Test. **Answer lines 2a and 2b below.**			
a	*Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in* **Part VI identify those supported organizations and explain** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* **Part VI** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. **Answer lines 3a and 3b below.**			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in **Part VI.**	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in **Part VI** the role played by the organization in this regard.	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in* **Part VI**). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (*explain in detail in* **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by 0.035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	1		
2 Enter 0.85 of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D - Distributions			**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required - *provide details in* **Part VI**)	5	
6	Other distributions (describe in **Part VI**). See instructions.	6	
7	**Total annual distributions.** Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in* **Part VI**). See instructions.	8	
9	Distributable amount for 2024 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2024	(iii) Distributable Amount for 2024
1	Distributable amount for 2024 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2024 (reasonable cause required - *explain in* **Part VI**). See instructions.			
3	Excess distributions carryover, if any, to 2024			
a	From 2019			
b	From 2020			
c	From 2021			
d	From 2022			
e	From 2023			
f	**Total** of lines 3a through 3e			
g	Applied to under distributions of prior years			
h	Applied to 2024 distributable amount			
i	Carryover from 2019 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2024 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2024 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2024, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in* **Part VI.** See instructions.			
6	Remaining underdistributions for 2024. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in* **Part VI.** See instructions.			
7	**Excess distributions carryover to 2025.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2020			
b	Excess from 2021			
c	Excess from 2022			
d	Excess from 2023			
e	Excess from 2024			

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Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

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Schedule B (Form 990)
(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

Name of the organization	Employer identification number
Foundation for Healthy Communities	02-0275078

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Name of organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	State of New Hampshire Department of Health and Human Services 29 Hazen Drive Concord, NH 03301	$ 6,405,258.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	New Hampshire Hospital Association 125 Airport Road Concord, NH 03301	$ 523,121.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	U.S. Department of Health & Human Services 200 Independence Avenue, S.W. Washington, DC 20201	$ 262,535.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	Endowment for Health 1 Pillsbury Street Concord, NH 03301	$ 203,562.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	The Mosaic Group, Inc 1122 Kenilworth Drive, Suite 313 Towson, MD 21204	$ 160,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	Healthcare Association of New York State Attn: Holly Muhs, Accounting Manager One Empire Drive Rensselaer, NY 12144	$ 113,067.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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Name of organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	First Choice Services, Inc. Attn: Lata Menon, CEO 1 Hillcrest Drive E Suite 400 Charleston, WV 25311	$ 92,100.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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Name of organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

Name of organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Part III **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor.** Complete columns **(a)** through **(e) and** the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **$1,000 or less** for the year. (Enter this info. once.) $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D
(Form 990)
(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization Foundation for Healthy Communities

Employer identification number 02-0275078

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included on line 2a	2c	
d	Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year _____

4 Number of states where property subject to conservation easement is located _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1 $ _____

(ii) Assets included in Form 990, Part X $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 $ _____

b Assets included in Form 990, Part X $ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII ☐

Part V Endowment Funds Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment _____%
b Permanent endowment _____%
c Term endowment _____%

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations?	3a(i)		
(ii) Related organizations?	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		1,118.	1,118.	0.
d Equipment		165,717.	152,153.	13,564.
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B))*				13,564.

Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, line 12, col. (B))		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, line 13, col. (B))		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 15, col. (B))*	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) Due to Affiliate	67,193.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 25, col. (B))*	67,193.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	9,001,901.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a	155,378.		
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	155,378.
3	Subtract line 2e from line 1			3	8,846,523.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	0.
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	8,846,523.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	8,921,182.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	0.
3	Subtract line 2e from line 1			3	8,921,182.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	0.
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	8,921,182.

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

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SCHEDULE I (Form 990)
(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Part I **General Information on Grants and Assistance**

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? [X] Yes [ ] No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II **Grants and Other Assistance to Domestic Organizations and Domestic Governments.** Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than $5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of noncash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
Alice Peck Day Memorial Hospital 10 Alice Peck Day Drive Lebanon, NH 03766	02-0222791	501(c)(3)	205,287.	0.			Support for general Operations.
Concord Hospital 250 Pleasant Street Concord, NH 03301	22-2594672	501(c)(3)	188,266.	0.			Support for general Operations.
Core Physicians, LLC 5 Alumni Drive Exeter, NH 03833	87-0807914	501(c)(3)	58,523.	0.			Support for general Operations.
Cottage Hospital 90 Swiftwater Road Woodsville, NH 03785	02-0223321	501(c)(3)	51,620.	0.			Support for general Operations.
Dartmouth Hitchcock Medical Center One Medical Center Drive Lebanon, NH 03756	22-2715483	501(c)(3)	398,441.	0.			Support for general Operations.
The Doorway at Dartmouth-Hitchcock 85 Mechanic St Suite B3-1 Lebanon, NH 03766		GOV	195,895.	0.			Support for general Operations.

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table ..... 24.

3 Enter total number of other organizations listed in the line 1 table ..... 0.

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule I (Form 990) (Rev. 12-2024)

LHA 432101 01-02-25

Docusign Envelope ID: 2D6C52BF-DB84-4926-B64A-255D056C6974

Part II **Continuation of Grants and Other Assistance to Domestic Organizations and Domestic Governments** (Schedule I (Form 990), Part II.)

(a) Name and address of organization or government	(b) EIN	(c) IRC section if applicable	(d) Amount of cash grant	(e) Amount of noncash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
First Choice Services, Inc. 1 Hillcrest Dr. E 400 Charleston, WV 25311	26-2900507	501(c)(3)	117,868.	0.			Support for general Operations.
Littleton Regional Healthcare 600 St Johnsbury Road Littleton, NH 03561	02-0222152	501(c)(3)	124,802.	0.			Support for general Operations.
Memorial Hospital 3073 White Mountain Highway North Conway, NH 03860	34-4430849	501(c)(3)	11,791.	0.			Support for general Operations.
New London Hospital 278 Country Road New London, NH 03257	02-0222171	501(c)(3)	50,545.	0.			Support for general Operations.
North Country Home Health & Hospice Agency, Inc. - 536 Cottage Street - Littleton, NH 03561	02-0300637	501(c)(3)	162,183.	0.			Support for general Operations.
Southern New Hampshire Medical Center - 8 Prospect Street - Nashua, NH 03601	02-0483054	501(c)(3)	24,769.	0.			Support for general Operations.
Speare Memorial Hospital 16 Hospital Road Plymouth, NH 03264	02-0226774	501(c)(3)	29,858.	0.			Support for general Operations.
St. Joseph Hospital 172 Kinsley Street PO Box 2013 Nashua, NH 03060	02-0222215	501(c)(3)	263,240.	0.			Support for general Operations.
The Doorway at Cheshire Medical Center - 24 Railroad Street - Keene, NH 03431		GOV	130,707.	0.			Support for general Operations.

Docusign Envelope ID: 2D6C52BF-DB84-4926-B64A-255D056C6974

Part II **Continuation of Grants and Other Assistance to Domestic Organizations and Domestic Governments** (Schedule I (Form 990), Part II.)

(a) Name and address of organization or government	(b) EIN	(c) IRC section if applicable	(d) Amount of cash grant	(e) Amount of noncash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
The Doorway At Concord-Riverbend 40 Pleasant Street Concord, NH 03301		GOV	555,922.	0.			Support for general Operations.
The Doorway Operated by Wentworth-Douglass Hospital - 789 Central Ave. - Dover, NH 03820		GOV	193,328.	0.			Support for general Operations.
The Doorway of Greater Manchester 60 Rogers Street, Suite 210 Manchester, NH 03103		GOV	491,175.	0.			Support for general Operations.
The Doorway of Greater Nashua 268 Main Street Nashua, NH 03064		GOV	241,838.	0.			Support for general Operations.
Upper Connecticut Valley Hospital 181 Corliss Lane Colebrook, NH 03576	02-0276210	501(c)(3)	68,232.	0.			Support for general Operations.
Valley Regional Hospital 243 Elm Street Claremont, NH 03743	02-0222118	501(c)(3)	340,833.	0.			Support for general Operations.
Weeks Medical Center 173 Middle Street Lancaster, NH 03584	02-0222242	501(c)(3)	127,826.	0.			Support for general Operations.
Wentworth-Douglass Hospital 789 Central Ave. Dover, NH 03820	46-1635259	501(c)(3)	135,394.	0.			Support for general Operations.
The Doorway at LRH 11 Riverglen Lane Suite 100 Littleton, NH 03561		GOV	42,239.	0.			Support for general Operations.

Docusign Envelope ID: 2D6C52BF-DB84-4926-B64A-255D056C6974

Part III **Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance

Part IV **Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

Part I, Line 2:
Organization has executed Letters of Agreement with all the grantees which lays out the purpose of the grants, scope of services, budget and use of grant funds requirements, and reporting requirements.

SCHEDULE J (Form 990)

(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees
Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Part I Questions Regarding Compensation

			Yes	No
1a	Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.			
	☐ First-class or charter travel ☐ Housing allowance or residence for personal use			
	☐ Travel for companions ☐ Payments for business use of personal residence			
	☐ Tax indemnification and gross-up payments ☐ Health or social club dues or initiation fees			
	☐ Discretionary spending account ☐ Personal services (such as maid, chauffeur, chef)			
b	If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain	1b		
2	Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?	2		
3	Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.			
	☐ Compensation committee ☒ Written employment contract			
	☐ Independent compensation consultant ☒ Compensation survey or study			
	☐ Form 990 of other organizations ☒ Approval by the board or compensation committee			
4	During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:			
a	Receive a severance payment or change-of-control payment?	4a		X
b	Participate in or receive payment from a supplemental nonqualified retirement plan?	4b	X	
c	Participate in or receive payment from an equity-based compensation arrangement?	4c		X
	If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.			
	Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.			
5	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:			
a	The organization?	5a		X
b	Any related organization?	5b		X
	If "Yes" on line 5a or 5b, describe in Part III.			
6	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:			
a	The organization?	6a		X
b	Any related organization?	6b		X
	If "Yes" on line 6a or 6b, describe in Part III.			
7	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III	7		X
8	Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III	8		X
9	If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?	9		

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) (Rev. 12-2024)

LHA 432111 01-15-25

Docusign Envelope ID: 2D6C52BF-DB84-4926-B64A-255D056C6974

Part II **Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) Stephen Ahnen	(i)	0.	0.	0.	0.	0.	0.	0.
Secretary/Treasurer	(ii)	418,446.	62,040.	91,238.	55,250.	36,475.	663,449.	55,238.
(2) Peter Ames	(i)	161,235.	15,881.	0.	9,403.	37,419.	223,938.	0.
Executive Director	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) Kristine A. Hering	(i)	184,711.	17,845.	0.	10,132.	1,628.	214,316.	0.
VP Quality Improvement	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
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	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

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Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

Part I, Line 4b:

Stephen Ahnen, Secretary/Treasurer of the filing organization, is the President/CEO of (and compensated by) New Hampshire Hospital Association, a related organization.

Mr. Ahnen participates in a Section 457(f) plan as part of his compensation package with New Hampshire Hospital Association. During calendar year 2024, Mr. Ahnen was paid $55,238 from the Plan and this amount was included as part of Mr. Ahnen's taxable compensation reported on Schedule J, Part II, column (B)(iii) and is also disclosed in column (F) as an amount previously reported as deferred compensation on prior Form 990s.

In addition, $38,000 was contributed to Mr. Ahnen's 457(f) plan during 2024. This amount is being reported as part of the amount shown on Schedule J, Part II, column (C).

SCHEDULE O (Form 990)
(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Form 990, Part III, Line 4a, Program Service Accomplishments:
national level for its ability to engage diverse partners in new, innovative collaborations and to serve as the backbone support for a variety of initiatives that address the health and health care needs of our state. The organization's programs focus on quality improvement initiatives, health promotion and access, as well as health equity and health disparities of care, behavioral health, substance use disorders and many more.

In its work with partners statewide, the Foundation's key objectives are to improve total population health by promoting innovative, high value quality practices within organizations and communities; to lead change strategies that educate, create and sustain healthier communities and make the healthy choice the easy choice; and to promote access to affordable health care and resources that support the well-being of all people. One of the Foundation's strengths is to engage and lead diverse partners in new forms of collaboration and facilitates program integration for the benefit of the communities served by housing its diverse group of programs and staff in one location, streamlining processes, and opening pathways for collaborations.

To promote a healthier state, the Foundation's initiatives focus on health prevention and education, access to affordable health care as well as insurance coverage, patient safety and quality improvement initiatives, patient and family engagement strategies, health equity and health disparities of care, emergency preparedness and response, behavioral health and the opioid crisis, among many other areas of priority. Descriptions of the programs currently running under the Foundation for Healthy Communities are below:

Behavioral Health Clinical Learning Collaborative
The Behavioral Health Clinical Learning Collaborative is designed to address the management and treatment of patients experiencing mental health crises in the emergency department (ED) setting. The Collaborative brings together frontline ED and Community Mental Health Center professionals alongside other interested stakeholders to work in partnership on clinical improvement initiatives for these patients. The Foundation for Healthy Communities 02-0275078 goal of the program is to develop a well-integrated service system that provides the most suitable care for patients experiencing a psychiatric emergency and presenting at the ED.

COVID-19 Vaccination Project
The COVID-19 Vaccination Project addressed the critical need to increase access to COVID-19 vaccines and boosters to prevent severe illness and hospitalizations throughout the State. The Foundation worked with New Hampshire's hospitals to develop and implement engagement strategies to promote COVID-19 vaccinations as part of health care and increase vaccine confidence through education and outreach. Many statewide efforts were developed to raise awareness and build vaccine confidence around fall respiratory vaccinations. The

Name of the organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Foundation also managed the expansion of data system infrastructure with New Hampshire hospitals to expand and implement the Immunization Information Systems (NHIIS), including successfully developing pathways for HL7 messaging.

Community Benefits

Hospitals support their communities by delivering high quality healthcare, serving as economic engines, and providing health education, resources and programs to keep their communities healthy. To do this successfully, hospitals work collaboratively with a variety of partners to assess the health of their community, identify the most pressing health needs, and develop community benefit implementation plans to address those needs. The Foundation for Healthy Communities creates a statewide summary of the community benefit activities conducted by New Hampshire hospitals through their uncompensated care, health education and community programs and services.

Flexible Needs Funding

The Flexible Needs Funding for Opioid related and Stimulant Eligible Support and Services and Unmet Needs Funding for Alcohol related and non-SOR Eligible Support and Services.

To assist the NH Doorway System through the management and oversight of targeted funding that provides financial assistance, to eligible individuals for emergent needs, removing barriers to care that often prevent people in New Hampshire from accessing needed services and support.

Granite State Health Care Coalition

The Granite State Health Care Coalition is a network of key representatives from public and private health and safety organizations that help communities prepare, respond, and recover from catastrophic events and disasters impacting New Hampshire. The Coalition provides the opportunity for providers, healthcare and community stakeholders to plan, prepare and train for catastrophic events through collaboration essential to integrated disaster response.

Health Care Decisions Coalition

The Healthcare Decisions Coalition is a volunteer steering committee composed of experts and stakeholders in the legal and health care sectors that aims to provide the tools available for individuals to express wishes and preferences with regard to end of life medical care, and to have those preferences honored by the health care system.

HealthForce NH

HealthForce NH takes a broad, systemic approach to helping NH grow, retain, and sustain a skilled health care workforce, leveraging their cross-sector position and offering leadership to the field while convening partners to cultivate resources, amplify existing efforts, and monitor the health care landscape. HealthForce does this work with a shared goal of creating an environment where current and future members of the health care workforce can flourish.

Mosaic Project

The Mosaic Project is designed to increase hospitals' capacity to address substance use disorder (SUD) through participation in the

Name of the organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Mosaic Group's Reverse the Cycle (RTC) Program. The program involves integrating Universal Screening and Peer Intervention, community-based peer coaching for high-risk/high utilization patients and access to Medications for Opioid Use.

NH Health Care Quality & Safety Commission
The NH Health Care Quality & Safety Commission enables health care providers to share information about adverse outcomes and prevention strategies in learning environments which foster candor and self-critical analysis while maintaining the confidentiality of the information submitted to the commission, the proceedings of the commission, and the results of the commission's deliberations.

NH Navigator
NH Navigator helps people in New Hampshire enroll and access health insurance options, including NH Medicaid, CHIP, and the ACA Marketplace. The NH Navigator team provides free, unbiased assistance to guide individuals and families through the enrollment process, helping them understand their options and find affordable coverage that fits their needs. NH Navigator serves all communities and populations in the state, ensuring equitable access to health care. Through outreach, education, and one-on-one support, NH Navigator empowers people to make informed decisions about their health.

Eastern US Quality Improvement Collaborative
The Eastern US Quality Improvement Collaborative (EQIC) is a regional initiative under which acute care hospitals in New Hampshire engage in initiatives that improve patient safety and quality of care throughout the care continuum. EQIC is an initiative of the Healthcare Association of New York State in partnership with the Connecticut Hospital Association, Foundation for Healthy Communities/New Hampshire Hospital Association, North Carolina Healthcare Foundation, Vermont Association of Hospitals and Health Systems, Vermont Program for Quality in Health Care, Inc. and West Virginia Hospital Association.

Patient & Family Engagement
The Patient & Family Engagement initiative offers tools and resources to hospitals and community organizations that help them create a culture of patient and family engagement and establish collaborative partnerships between hospital staff, patient and family advisors to enhance the delivery of patient and family-centered care throughout the continuum.

Form 990, Part III, Line 4a, Description of Program Service:
Population Health and Health Equity
The Total Population Health Initiative aims to improve the health and well-being of NH residents by fostering connections between healthcare, public health, and the social determinants of health while advancing health equity. Population Health is both a goal and a strategy to foster healthy, equitable populations through linking clinical and community-based approaches supported by delivery system innovations and investments. The initiative aims to provide platform that fosters collaboration, builds partnerships, and leverages opportunities to create systems and environments that contribute to the health and well-being of all NH residents.

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Name of the organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Regenerative Medicine Project
ReGen Valley Project will leverage the Foundation's connections within health care and patient networks to evaluate attitudes and practices about Regenerative Medicine. This data will be used to develop a strategic plan for implementing educational and training opportunities with project partner, Franklin Pierce University. Through this work FHC will support the economic development of a regional tech hub comprised of a dynamic workforce and improved patient access to cutting-edge, high-quality healthcare.

Rural Health Quality Improvement Network
The Rural Health Quality Improvement Network coordinates resources promoting efficiency and high value quality practices in the network of Critical Access Hospitals serving rural New Hampshire.

Form 990, Part VI, Section B, line 11b:
The Form 990 and all schedules were made available to the board prior to filing the form. The Secretary/Treasurer and Executive Director reviewed the Form 990 and all schedules with accounting staff and return preparer to ensure accuracy prior to filing.

Form 990, Part VI, Section B, Line 12c:
Each member of the Board is required to sign a conflict of interest policy at each yearly meeting. The Board members are asked at each Board meeting if any conflicts have arisen since the prior meeting. The conflict of interest policy is reviewed by the Executive Secretary.

Form 990, Part VI, Section B, Line 15a:
The Executive Committee of the Organization contracts with a third party organization to produce a comparable state hospital association CEO compensation study, which is used for comparative purposes. The Executive Committee reviews CEO performance and approves the CEO's compensation. The Executive Committee informs the full NHHA Board of the approved compensation package for the CEO.

Form 990, Part VI, Section C, Line 19:
The Organization makes its governing documents, conflict of interest policy and financial statements available to the public upon request.

Form 990, Part IX, Line 11g, Other Fees:

Contracted Services - Projects / EP:	
Program service expenses	1,210,851.
Management and general expenses	0.
Fundraising expenses	0.
Total expenses	1,210,851.
Other Services:	
Program service expenses	1,294.
Management and general expenses	5,081.
Fundraising expenses	0.
Total expenses	6,375.
Total Other Fees on Form 990, Part IX, line 11g, Col A	1,217,226.

Form 990, Part X, Line 10: Land, Buildings, and Equipment
Section 1.263(a)-3(n) Election:

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Name of the organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Foundation for Healthy Communities
125 Airport Road
Concord, NH 03301
EIN: 02-0275078

Foundation for Healthy Communities is electing to capitalize repair and maintenance costs under Regulation Section 1.263(a)-3(n).

Docusign Envelope ID: 2D6C52BF-DB84-4926-B64A-255D056C6974

SCHEDULE R (Form 990)
(Rev. January 2025)
Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization: Foundation for Healthy Communities

Employer identification number: 02-0275078

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity? Yes	No
New Hampshire Hospital Association - 02-6012527, 125 Airport Road, Concord, NH 03301	Consulting and Management Services to Hospitals and Health Facilities	New Hampshire	501(c)(6)		N/A		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) (Rev. 1-2025)

LHA 432161 10-23-24

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Part III **Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part IV **Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes	(i) No
Health Shared Services, Inc. - 02-0376847 125 Airport Road Concord, NH 03301	Administrative Services	NH	N/A	C CORP	N/A	N/A	N/A		X

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Part V **Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

			Yes	No
1	During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?			
a	Receipt of **(i)** interest, **(ii)** annuities, **(iii)** royalties, or **(iv)** rent from a controlled entity	1a		X
b	Gift, grant, or capital contribution to related organization(s)	1b		X
c	Gift, grant, or capital contribution from related organization(s)	1c	X	
d	Loans or loan guarantees to or for related organization(s)	1d	X	
e	Loans or loan guarantees by related organization(s)	1e	X	
f	Dividends from related organization(s)	1f		X
g	Sale of assets to related organization(s)	1g		X
h	Purchase of assets from related organization(s)	1h		X
i	Exchange of assets with related organization(s)	1i		X
j	Lease of facilities, equipment, or other assets to related organization(s)	1j		X
k	Lease of facilities, equipment, or other assets from related organization(s)	1k	X	
l	Performance of services or membership or fundraising solicitations for related organization(s)	1l		X
m	Performance of services or membership or fundraising solicitations by related organization(s)	1m		X
n	Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	1n		X
o	Sharing of paid employees with related organization(s)	1o	X	
p	Reimbursement paid to related organization(s) for expenses	1p		X
q	Reimbursement paid by related organization(s) for expenses	1q		X
r	Other transfer of cash or property to related organization(s)	1r		X
s	Other transfer of cash or property from related organization(s)	1s		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

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Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.? Yes	(e) No	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

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Part VII Supplemental Information

Provide additional information for responses to questions on Schedule R. See instructions.

Docusign Envelope ID: 2D6C52BF-DB84-4926-B64A-255D056C6974

Form **8868**
(Rev. January 2025)

Department of the Treasury
Internal Revenue Service

Application for Extension of Time To File an Exempt Organization Return or Excise Taxes Related to Employee Benefit Plans

File a separate application for each return.
Go to www.irs.gov/Form8868 for the latest information.

OMB No. 1545-0047

Electronic filing (e-file). You can electronically file Form 8868 to request up to a 6-month extension of time to file any of the forms listed below except for Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts. An extension request for Form 8870 must be sent to the IRS in a paper format (see instructions). For more details on the electronic filing of Form 8868, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-TE and Form 8879-TE for payment instructions.

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Part I - Identification

Type or Print	Name of exempt organization, employer, or other filer, see instructions.	Taxpayer identification number (TIN)
	Foundation for Healthy Communities	02-0275078
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. 125 Airport Road	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. Concord, NH 03301	

Enter the Return Code for the return that this application is for (file a separate application for each return) **01**

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 4720 (other than individual)	09
Form 4720 (individual)	03	Form 5227	10
Form 990-PF	04	Form 6069	11
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 8870	12
Form 990-T (trust other than above)	06	Form 5330 (individual)	13
Form 990-T (corporation)	07	Form 5330 (other than individual)	14
Form 1041-A	08	Form 990-T (governmental entities)	15

- After you enter your Return Code, complete either Part II or Part III. Part III, including signature, is applicable only for an extension of time to file Form 5330.
- If this application is for an extension of time to file Form 5330, you must enter the following information.

Plan Name _____

Plan Number _____

Plan Year Ending (MM/DD/YYYY)

Part II - Automatic Extension of Time To File for Exempt Organizations (see instructions)

The books are in the care of Stephen M. Ahnen
125 Airport Road - Concord, NH 03301

Telephone No. (603)225-0900 Fax No. _____

- If the organization does not have an office or place of business in the United States, check this box ☐
- If this is for a Group Return, enter the organization's four-digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box ☐. If it is for part of the group, check this box ☐ and attach a list with the names and TINs of all members the extension is for.

1 I request an automatic 6-month extension of time until November 15, 20 25, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

☒ calendar year 20 24 or

☐ tax year beginning _____, 20 ____, and ending _____, 20 ____

2 If the tax year entered in line 1 is for less than 12 months, check reason: ☐ Initial return ☐ Final return ☐ Change in accounting period

3a	If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	$ 0.
b	If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	$ 0.
c	**Balance due.** Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	$ 0.

For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Docusign Envelope ID: 2D6C52BF-DB84-4926-B64A-255D056C6974

Peter T. Ames

HEALTH CARE LEADERSHIP | QUALITY IMPROVEMENT | PARTNERSHIP DEVELOPMENT

PROFESSIONAL EXPERIENCE

Executive Director, Foundation for Healthy Communities, Concord, NH
2017-Current

- Provide overall management of the staff team, strategic vision, and operations for the organization.
- Develop community partnerships with health care leaders and stakeholders to develop collaborative opportunities to advance the mission.
- Direct the implementation of quality improvement activities to support health care partners through organizational programs.
- Advance relationships with funding partners and facilitate all grant procurement and compliance activities.
- Work in partnership with the New Hampshire Hospital Association to improve care and community health for health systems.
- Manage and support the Board of Trustees.

Senior Director, State Health Systems, American Cancer Society, Bedford, NH
2013 to 2017

- Led regional New England team of Health Managers in partnership development to promote quality improvement and health promotion.
- Strategically developed public health intervention design and implementation.
- Secured revenue through consultative sales model with key businesses and high net worth individuals.

Vice President of Health Initiatives, American Cancer Society, Bedford, NH
2010 to 2013

- Managed patient programs, state budget, and service delivery in New Hampshire.
- Built strategic partnerships with health care and business leaders.
- Supported Development goals by identifying and recruiting prospects, soliciting sponsorships from major accounts, managing relations of individuals and corporate donors.

Director of Government Relations and Advocacy, American Cancer Society, Bedford, NH
2005 to 2010

- Lobbied federal and state lawmakers and state department officials on cancer policy.
- Managed department staff, contracted professionals, and oversaw department budget.
- Spokesperson for the American Cancer Society to the media, public, coalitions, and lawmakers.

Office of Congressman Jeb Bradley, Washington, DC
Legislative Assistant
2003-2005

- Advisor to Congressman on health care policy, providing research, analysis, and issue briefs.
- Drafted correspondence to Members of Congress, advocacy organizations, and constituents.
- Planned and coordinated conferences, fundraising events, and meetings.

COMMUNITY INVOLOVEMENT

- Member, Recreation Commission, Town of Litchfield
- Volunteer, Parent Teacher Organization, Litchfield School District

EDUCATION and TRAINING

Master of Public Health in Health Promotion, George Washington University, Washington DC, 2004
Bachelor of Science in Health Management and Policy, University of New Hampshire, Durham, NH, 2001

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CHRIS SYMOLON

EDUCATION

SOUTHERN NEW HAMPSHIRE UNIVERSITY
Manchester, NH
Bachelor of Arts (B.A.) Management, Logistics and Operations

Relevant Coursework
- Six Sigma White Belt
- QSO 645 Project Management Professional

ADDITIONAL SKILLS

Enterprise Project Management

Federal & State Grant Administration

Financial & Program Reporting

Compliance & Audit Readiness

Project Management Systems & Tools

Process Improvement & Standardization

Cross-Functional Collaboration (Finance, Programs, Development)

Grant Writing & Stewardship

CRM & Data Systems Management

Advanced MS Office Suite

Proficient in Google Suite, Salesforce, Asana, Smartsheet, Gantt & Monday.com

PROFESSIONAL SUMMARY

Senior project management and public health leader with 9+ years of experience overseeing complex, grant-funded initiatives at the state and federal level. Proven expertise in building organization-wide project management infrastructure, ensuring regulatory compliance, developing reporting systems and dashboards, and supporting staff training and adoption of technology solutions. Deep knowledge of population health improvement and healthcare systems in New Hampshire

EXPERIENCE

Director, COVID-19 Vaccination Project

Foundation for Healthy Communities, Concord, NH /Apr 2022- July 2025

- Lead statewide initiative to reduce barriers to vaccination access, particularly in underserved communities
- Managed organization-wide project workflows including timelines, deliverables, reporting schedules, and compliance requirements
- Developed standardized project management tools, reporting templates to support oversight and funder reporting
- Directed financial and administrative management of state-wide initiative, including budget forecasting, expenditure tracking, and compliance monitoring
- Prepared comprehensive financial and programmatic reporting for state and federal stakeholders
- Conducted ongoing needs assessments and aligned resources with grant deliverables to ensure proper use of funds
- Managed and administer 2 state SOR grants supporting 9 NH Doorways

SENIOR ACADEMIC COACH

Duet, Boston, MA / Apr 2020 – March 2022

- Monitored program outcomes and student success metrics to ensure compliance with university performance requirements
- Built long-term relationships with community members, identifying needs and connecting them to resources to improve retention and success
- Cultivated trusted relationships with students from underserved populations to provide ongoing support and peer-style accountability

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ADDITIONAL INFORMATION

NH Grants Institute Grant Writing Program

CDC Federal Grants Management Training

Mental Health First Aid Certificate

Flawless Consulting Skills Workshop

Advanced Facilitator Training

CLIENT SUCCESS MANAGER

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

- Implemented process improvement and recommendations to increase participation and engagement
- Designed reports and dashboards to track metrics against organizational benchmarks
- Developed and initiated project plan, timeline, and communications with new and existing clients

COMMUNITY PARTNER PROGRAM MANAGER

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

- Spearheaded community-based initiatives focused on educational access, needs alignment, and sustainable outcomes
- Conducted partner and community assessments to identify service gaps and co-developed training and implementation plans
- Delivered public presentations, facilitated stakeholder meetings, and produced marketing content to promote programs

OFFICE COORDINATOR

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

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

DISTRICT MANAGER

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

- Led volunteer recruitment, training, and retention strategies, increasing participation across multiple districts
- Facilitated strategic needs assessment to inform troop program development and regional support structure
- Functioned as primary liaison between volunteers, community stakeholders, and internal leadership

TROOP BANKING AND FINANCE VOLUNTEER SUPPORT MANAGER

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

COMMUNITY EXECUTIVE DEVELOPMENT

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

INCOME DEVELOPMENT/VOLUNTEER COORDINATOR

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

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Foundation *for*
Healthy Communities
Partnering to improve health for all

Vice President, Rural Health Transformation Project (RHTP)

Foundation for Healthy Communities

Position Summary

The Vice President of Rural Health Transformation provides strategic leadership, implementation oversight, and public representation for the Foundation for Healthy Communities' Rural Health Transformation Project, a multi-year, grant-funded initiative designed to strengthen rural health systems and improve population health outcomes across New Hampshire.

This role leads all aspects of the project, including program strategy, grant administration, financial and compliance oversight, staff leadership, and external partnerships. The Vice President serves as FHC's primary liaison to state government and key partners, including GO NORTH, and acts as a public spokesperson on rural health transformation efforts. As a member of FHC's Senior Leadership Team, the Vice President contributes to broader organizational strategy and operations.

The position reports to the Executive Director.

Essential Duties and Responsibilities

Rural Health Transformation Project Leadership

- Provide overall strategic direction and operational leadership for the Rural Health Transformation Project.
- Ensure successful implementation of grant objectives, milestones, deliverables, and performance measures.
- Oversee grant management, including budgeting, financial reporting, compliance, and audit readiness in alignment with federal and state requirements.
- Monitor project outcomes using data analytics and reporting tools to inform continuous improvement.

Team and Organizational Leadership

- Lead, manage, and support a multidisciplinary project team dedicated to rural health transformation.
- Provide executive oversight of key organizational functions supporting the project, including finance, information technology, data systems, and compliance.
- Foster a collaborative, high-performing team culture aligned with FHC's mission and values.
- Serve as an active member of the Senior Leadership Team, contributing to organizational planning and decision-making.

External Relations and Partnerships

- Serve as FHC's primary liaison to GO NORTH and other key partners.
- Build and maintain strong collaborative relationships with state government agencies, health systems, community organizations, and other stakeholders.

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- Represent FHC publicly as a spokesperson on rural health, including presentations, convenings, and media engagements.
- Support alignment of rural health transformation efforts with statewide health improvement priorities.

Skills and Knowledge

- Proven experience leading and managing teams and complex initiatives.
- Deep understanding of federal and state grant administration, including financial management, reporting, and compliance.
- Demonstrated success delivering large-scale, project-based initiatives on time and within scope.
- Experience overseeing or partnering with finance, information technology, data analytics, and reporting functions.
- Strong organizational, project management, and problem-solving skills.
- Ability to work independently while maintaining strong collaboration across teams and partners.
- Knowledge of rural health systems and health care delivery, preferably within New Hampshire.
- Experience in population health, health care quality improvement, and health improvement.
- Excellent public speaking, communication, and stakeholder engagement skills.
- Proven ability to build consensus and navigate competing priorities among diverse stakeholders, including clinical providers, government agencies, community organizations, and rural health systems.

Qualifications

- Master's degree required.
- Minimum of 10 years of experience in health care, including finance and operations.
- Experience in population health, health care quality improvement, and health improvement.
- Executive-level leadership experience preferred.

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Project Director

Foundation for Healthy Communities

Essential Duties:

The Project Director is responsible for the oversight, administration and operational management of health improvement project(s). The Director will identify and implement a project plan to support the Rural Health Transformation Project, a multi-year, grant-funded initiative designed to strengthen rural health systems and improve population health outcomes across New Hampshire. The Director will support the grant reporting requirements outlined in the project funded by federal, state or private grant resources. The position requires exceptionally strong project management and administrative skills. The Director must positively represent the mission, goals and constituents of the Foundation for Healthy Communities in all group and individual engagements.

Skills and Knowledge:

- Ability to work independently, while maintaining connections to a broader staff team.
- Understanding of population health improvement and health care in New Hampshire.
- Experience in community engagement, education, and outreach
- Familiarity with hospital systems in New Hampshire
- Exceptional organization skills
- Strong customer service and communication skills
- A commitment to health equity

Qualifications:

- Bachelor's degree required.
- 2-5 years' experience in health care, public health, vaccination outreach efforts, or project management.