



September 9, 2026

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

REQUESTED ACTION

Authorize the Governor's Office of New Opportunities & Rural Transformational Health (GO-NORTH) to enter into a **Sole Source** Contract with Health Strategies for New Hampshire (VC# 331253), (an affiliate of the Endowment for Health) Concord, NH, in the amount of \$20,000,000, for Rural Health Transformation Program (RHTP) budget period 1 and \$20,000,000 RHTP budget period 2, effective upon Governor and Council approval through September 30, 2028, **100% Federal Funds**.

Further authorize GO-NORTH, in coordination with the Department of Administrative Services Budget office, to adjust budget line items within the contract price limitation and transfer encumbrances between state fiscal years, as needed and justified.

Funds are available in the following accounts;	<u>FY 2027</u>	<u>FY 2028</u>
01-02-02-020310-60840000-102-500731	\$16,000,000	\$16,000,000
01-02-02-020310-60840000-074-500585	\$ 4,000,000	\$ 4,000,000

RHTP budget period 2 funds are anticipated to be available upon the Centers for Medicare and Medicaid approval of New Hampshire's annual award, acceptance of funds by the Fiscal Committee of the General Court and the Governor and Executive Council.

EXPLANATION

Health Strategies for New Hampshire ("Health Strategies") through this contract will build sustainable community-based population health systems in rural communities through supporting regions to assess local needs, convening partners, and coordinating investments in improving health. As the lead coordinating organization, they will distribute and oversee funding, provide technical assistance, and help regions build partnerships and financing arrangements- including reimbursement and value-based payment arrangements needed to sustain these services over time.

Health Strategies as an affiliate of The Endowment has been selected to carry out this portion of the GO-NORTH investments based on its established relationships with the NH Public Health Association, the regional public health networks, and many of the community-based organizations expected to receive funding to implement local prevention strategies across New Hampshire. This existing familiarity, combined with their deep knowledge of the public health landscape, positions them to make investments into communities efficiently using its existing grantmaking systems and regional relationships — reducing the risk of loss of federal funding subject to recapture and ensuring more funding reaches rural residents within the required timeframe. Furthermore, they can connect successful programs to future funding, so services do not disappear when the federal award ends.

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GO-NORTH's authorization of further sole source contracts under this Contract will be limited to The New Hampshire Public Health Association in partnership with the State's thirteen (13) Regional Public Health Networks, prior to authorizing any other sole source contracts, GO-NORTH will obtain approval from the Governor and Executive Council.

Subject to the approval of the Governor and the Executive Council of this approach, GO-NORTH will retain approval rights over Health Strategies subgrant selection criteria and award process. GO-NORTH will monitor this subaward through two complementary mechanisms: performance and evaluation tracking conducted in partnership with its independent evaluator — including a targeted assessment of program transformation and sustainability — along with standard subrecipient monitoring, which will include quarterly expenditure and outcome reporting and a performance review at a quarterly interval tied to the metrics below, to ensure ongoing financial and programmatic compliance. Administrative and indirect costs will be capped at 10%.

Approval of this request will place GO-NORTH in a solid position to hit a key year-two milestone, put more funding into rural communities, keep future grant funding on track, and stay on schedule with CMS requirements. If the Governor and Council don't approve this request, we are concerned about the risk of losing federal funding that has to be invested by September 30, 2027, or returned, resulting in rural communities not getting the investments they're counting on — which could also put future funding and our CMS milestones at risk.

We appreciate your consideration.

Respectfully submitted,



Donnalee Lozeau, Director

Governor's Office of New Opportunities &
Rural Transformational Health

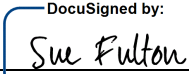
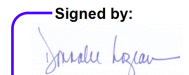
FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Governor's Office of New Opportunities & Rural Transformational Health (GO-NORTH)		1.2 State Agency Address 107 Pleasant St., Johnson Hall, 4 th floors, Concord, NH 03301	
1.3 Contractor Name Health Strategies for NH, Inc		1.4 Contractor Address 1 Pillsbury St., Suite 301, Concord, NH 03301	
1.5 Contractor Phone Number 603-228-2448	1.6 Account Unit and Class 60840000 074-500585 60840000 102-500731	1.7 Completion Date 9/30/2028	1.8 Price Limitation \$40,000,000.00
1.9 Contracting Officer for State Agency Whitney Hammond		1.10 State Agency Telephone Number 603-738-6773	
1.11 Contractor Signature  DocuSigned by: Sue Fulton Date: 9/10/2026		1.12 Name and Title of Contractor Signatory Sue Fulton CFO	
1.13 State Agency Signature  Signed by: Donnalee Lozeau Date: 9/10/2026		1.14 Name and Title of State Agency Signatory Donnalee Lozeau, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  DocuSigned by: John Guarnino On: 9/10/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

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.

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.

EXHIBIT A

Special Provisions

Pursuant to Paragraph 23 of the Agreement, General Provisions (Form Number P-37) (the “Agreement”), the terms outlined in the P-37 General Provisions are modified and/or supplemented as set forth below:

I. EFFECTIVE DATE/COMPLETION OF SERVICES

The Contractor agrees that “3. EFFECTIVE DATE/COMPLETION OF SERVICES” of the Agreement is amended by deleting paragraph 3.3 in its entirety and replacing it as follows:

3.3 Notwithstanding the completion date in Section 1.7 of the P-37, this contract shall be split into two terms, as follows:

- Initial Term: Effective Date of this contract through September 30, 2027; and
- Second Term: October 1, 2027, through September 30, 2028.

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

In addition to the requirements set forth in 6.4 of the Agreement, the Contractor agrees that, between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by this Agreement, the CMS RHT grant terms and conditions or GO NORTH, at any time during the Contractor’s normal business hours, and as often as the State, CMS, the U.S. Inspectors General, or the Comptroller of the United States shall demand, the Contractor shall make available to the State, CMS, the U.S. Inspectors General, or the Comptroller of the United States all records pertaining to matters covered by this Agreement. Further, the Contractor agrees to permit the State, CMS, the U.S. Inspectors General, or the Comptroller of the United States to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, “Contractor” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Agreement in block 1.3 of the Agreement.

In addition to the requirements set forth in 6. “COMPLIANCE BY CONTRACTOR WITH LAWS AND REGUALTIONS/EQUAL EMPLOYMENT OPPORTUNITY of the Agreement, the Contractor agrees as follows:

- 6.5. “Compliance” includes, but is not limited to, the provisions of 2 CFR 200, CMS’s Notice of Funding Opportunity for Rural Health Transformation (“RHT”) funds, the terms and conditions of the Notice of Award between CMS and the New Hampshire Department of Health & Human Services, any interim or final rule

issued by CMS, all guidance issued pertaining to the RHT program that CMS has issued or will issue in the future, and any guidance issued by GO-NORTH.

- 6.6 Any subaward or contract (including any subcontracts) issued under this award must include a provision requiring compliance with Section 6 of the Agreement and Section II of this Exhibit A.

III. TERMINATION

In addition to the requirements set forth in “9. TERMINATION” of the Agreement, the Contractor agrees as follows:

- 9.2 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 GO-NORTH and, if applicable, the successor contractor (“Successor”) 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, and with agreed upon funding to support such transition, the Contractor shall begin working with 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.
- 9.3 The Contractor shall assist the Successor, in connection with the transition of the performance of Services by the Contractor to the performance of such Services by the Successor. This may include assistance with the secure transfer of records (electronic and hard copy), the transition of historical data (electronic and hard copy), the transition of Confidential Information and cooperation with and assistance to Successor and any third-party consultants engaged by Successor in connection with the Transition Services.
- 9.4 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 shall be inventoried and returned to GO-NORTH or the applicable state agency, along with the inventory document, once Transition Services are complete. The internal planning of the Transition Services by the Contractor shall be provided to GO-NORTH and if applicable the Successor in a timely manner. Any such Transition Services must be deemed to be Services for purposes of this Agreement.
- 9.5 If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor shall maintain a documented process for securely disposing of such data upon request or contract termination; and shall obtain written certification for any Confidential Information data destroyed by the Contractor or any sub-contractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Information data shall be rendered unrecoverable via a secure wipe

program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in the current applicable NIST standards. The Contractor shall document and certify in writing at time of the data destruction and shall provide written certification to the Department upon request. The written certification shall include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements shall be jointly evaluated by the State and Contractor prior to destruction.

- 9.6 In the event GO-NORTH is not satisfied with the results of the Transition Service, GO-NORTH shall 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.

IV. ASSIGNMENTS/DELEGATION/SUBCONTRACTS

The Contractor agrees that all references to “the State” in “12. ASSIGNMENTS/DELEGATION/SUBCONTRACTS” of the Agreement shall specifically mean “GO-NORTH”, and that assignment, delegation, or other transfer of the Services or any interest in the Agreement shall require the prior written notice and consent of GO-NORTH.

V. NOTICE

In addition to the requirements set forth in “17. NOTICE” of the Agreement, the Contractor agrees as follows:

Notices of default shall be delivered as set forth in section 17 above. All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:

Contractor: SFulton@endowmentforhealth.org

GO NORTH: contracts@go-north.nh.gov

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

VI. 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 carrying forward 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.

VII. The Contractor further agrees as follows:

27. UNIFORM GUIDANCE.

- 27.1 Payments under the Agreement are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200, as amended) (the "Uniform Guidance"). 200). The applicable provisions of 2 C.F.R. Part 200 as amended are considered legally binding and enforceable documents under this contract. The Contractor's failure to be in compliance with the applicable provisions of 2 C.F.R. Part 200 as amended shall be an Event of Default of this Agreement. GO-NORTH reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds, in the event the Contractor is not in compliance with the applicable provisions of 2 C. F. R. Part 200 as amended.
- 27.2 For purposes of federal financial assistance compliance under 2 CFR Part 200, Contractor is engaged as a "subrecipient" and not a "contractor" as those terms are defined in 2 CFR 200.331.

28. AUDIT REQUIREMENTS.

- 28.1 To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Contractor shall complete a Single Audit at the end of each of the Contractor's fiscal years when the award was spent. Contractor shall provide a copy of any Single Audit report for the period of this grant to GO-NORTH concurrently with submission.
- 28.2 If required, the audit report shall include a schedule of prior year's questioned costs along with a response addressing the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to GO-NORTH within one month of the time of receipt by the Contractor accompanied by an action plan, if applicable, for each finding or questioned cost.
- 28.3 The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

29. GRANTS FOR RESEARCH AND DEVELOPMENT. This award is not a grant for research and development as defined in 2 CFR 200.1.

30. CONFIDENTIAL DATA

- 30.1. The Contractor shall ensure that all Confidential Information (as defined herein) is held in strict confidentiality and is only disclosed when allowed by applicable law and for the purpose of carrying out the activities and services under this Contract. 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 discretion 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, or the hubs contracted with GO-NORTH, or that the Contractor accesses, receives, creates, generates, compiles, derives, or learns in connection with this Contract, whether before or after the effective date of this Contract, whether or not marked or identified as confidential.
- 30.2. The Contractor acknowledges and agrees that it, and its sub-contractors, awardees, affiliates, and other persons engaged to carry out the activities of this Contract, may be required to share data and exchange information with third parties to accomplish the services set forth in this Contract. The Contractor shall ensure that any subcontracts, awards, affiliates or other persons engaged to carry out the activities of this contract comply with these same confidentiality provisions and comply with all state and federal laws or regulations applicable to data sharing, privacy, security and confidentiality.
- 30.3. The Contractor acknowledges it, or its sub-contractors, 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 sub-contractors, affiliates or related parties shall enter into any reasonable and necessary Data Sharing Agreement(s) with third parties as required to provide services under this Contract.
- 30.4. The Contractor shall cause its affiliates, sub-contractors, 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 shall 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.

30.5. If the Contractor, inclusive of any sub-contractors, subrecipients, or sub-awardees of the Contractor, procures a closed loop referral system with RHT funds, Contractor shall, and shall require its sub-contractor, subrecipient, or sub-awardee (as applicable), to comply with all applicable state and federal privacy and confidentiality laws, including but not limited to RSA 126-A:4.

30.6. The provisions contained in this Section shall apply to obligations funded through this Rural Health Transformation Program. Such obligations shall survive termination or expiration of this Contract and shall remain in effect until the later of: (i) five (5) years from the effective date of termination or expiration, or (ii) the time period required by applicable state or federal law or regulation.

31. RECORDS AND ACCOUNTS. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by this Agreement, the CMS grant terms and conditions, or GO-NORTH, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Agreement, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

32. REQUIRED CONTRACT TERMS. In addition to any other provisions required by federal, state, or local law, by this Agreement, the Notice of Funding Opportunity issued by CMS, or by the Notice of Award between CMS and the New Hampshire Department of Health & Human Services, Contractors must abide by the following terms, as applicable, and include the following terms in all contracts and subawards the Contractor enters into that will use funds received from GO-NORTH pursuant to this Agreement, as applicable:

32.1. Administrative, Contractual, or Legal Remedies to Contract Violations.
Any contracts issued under this subaward with a value in excess of \$250,000 (Two Hundred and Fifty Thousand Dollars) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

- 32.2. Termination for Cause and Convenience. Any contract issued under this subaward with a value in excess of \$10,000 (Ten Thousand Dollars) that the Contractor enters into that will use funds received from GO-NORTH pursuant to this Agreement must address termination for cause and for convenience by the Contractor, including the manner by which it will be affected and the basis for settlement.
- 32.3. Equal Employment Opportunity in Construction. The Contractor agrees that it will comply with the equal opportunity clause as set forth in 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," which is hereby incorporated by reference. The Contractor further agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, AM 6/13/2026 insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR 60-1.4(b) which is incorporated into this Agreement by reference.
- 32.4. Copeland Anti-Kickback. Any contract or subaward with a value in excess of \$2,000 (Two Thousand Dollars) for construction or repair that the Contractor enters into that will use grant funds received from GO-NORTH pursuant to this Agreement shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). This Act provides that the Contractor and each of its contractors or subrecipients shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor must report all suspected violations to GO NORTH as well as the Federal awarding agency.
- 32.5. Davis-Bacon Act. Any contract or subaward with a value in excess of \$2,000 (Two Thousand Dollars) for construction or repair that the Contractor enters into that will use grant funds received from GO-NORTH

pursuant to this Agreement shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). This Act provides that contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Contractor and its contractors or subrecipients must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subaward must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected violations to GO NORTH as well as the Federal awarding agency.

- 32.6. Contract Work Hours and Safety Standards Act (40 USC 3701-3708). All contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 50. Under 40 USC 3072 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3904 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or for contracts for transportation or transmission of intelligence.
- 32.7. Drug-Free Workplace. See Exhibit D.
- 32.8. Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 (One Hundred and Fifty Thousand Dollars) must contain a provision that requires the non-federal awardee to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the United States Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).

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- 32.9. Byrd Anti-Lobbying Amendment (31 USC 1352). See Exhibit E. Contractors that apply or bid for an award exceeding \$100,000 (One Hundred Thousand Dollars) must file the required certification (See Exhibit E(3)). Each tier certifies to the tier about that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1253. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 32.10. Debarment and Suspension (Executive Orders 12549 and 12689). See Exhibit F. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR 1989 Comp., p.235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 32.11. American With Disabilities Act Compliance. See Exhibit G.
- 32.12. Environmental Tobacco Smoke (P.L. 103-227, Part C). See Exhibit H.
- 32.13. Nondiscrimination in Federally Assisted Programs Compliance. See Exhibit I.
- 32.14. Federal Funding Accountability and Transparency Act Compliance. See Exhibit J.
- 32.15. Prohibition on Certain Telecommunication and Video Surveillance Equipment (2 CFR 200.216). Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- 32.15.a. Procure or obtain covered telecommunications equipment or services;
- 32.15.b. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 32.15.c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services.

31.15.d. As described in Public Law 115-232, section 889, “covered telecommunications equipment or services means any of the following:

31.15.d.i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

31.15.d.ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

31.15.d.iii. Telecommunications or video surveillance services provided by such entities or using such equipment.

31.15.d.iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also § 200.471.

32.11. Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (2 CFR 200.321). To the extent applicable, Contractor shall comply with the provisions of 2 CFR 200.321.

32.12. Domestic Preference for Procurement (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for

the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

32.13. Procurement of Recovered Materials (2 CFR 200.323). If the Contractor is a political subdivision of the State (such as a county, municipality, or school district), the Contractor and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 246 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 (Ten Thousand Dollars) or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000 (Ten Thousand Dollars); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32.14. Protections for Whistleblowers.

32.14.1. In accordance with 41 USC 4712, an employee of a contractor, sub-contractor, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or entity listed below information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial or specific danger to public health or safety, or a violation of law, rule, or other regulation related to a federal contract (including the competition or negotiation of a contract)

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32.14.2. The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A CMS employee responsible for contract or grant oversight or management;
- An authorized official of the US Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or employee of the State, subrecipient, contractor, sub-contractor who has the responsibility to investigate, discover, or address misconduct.

32.14.3. The Contractor and all sub-contractors shall inform their employees in writing of the rights and remedies provided in 41 USC 4712 in the predominant native language of the workforce.

32.15. Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 USC §§4601 – 4655). Any acquisition of real property or displacement of persons resulting from projects funded in whole or in part by this grant must be conducted in accordance with 42 USC §§4601 – 4655 and its implementing regulations.

32.16. Generally Applicable Environmental Laws and Regulations. The Contractor and any sub-contractors must comply with all generally applicable environmental laws and regulations unless explicitly exempt under CMS's Notice of Funding Opportunity for RHT funds, the Notice of Award between CMS and the New Hampshire Department of Health & Human Services, any interim or final rule issued by CMS, and all guidance issued pertaining to the RHT program that CMS has issued or will issue in the future.

32.17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor should encourage its sub-contractors to adopt and enforce on-the-job seat belt policies and programs for their employee when operating company-owned, rented, or personally owned vehicles.

32.18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor should encourage its

employees and sub-contractors to adopt and enforce policies that ban text messaging while driving, and the Contractor should establish workplace policies to decrease accidents caused by distracted drivers.

EXHIBIT B

Scope of Services

1. PURPOSE OF FUNDS

Contractor agrees payments for Contractor's services under this Agreement are funded from the State's award under the Rural Health Transformation Program ("RHT") established by the One Big Beautiful Bill Act of 2025, Section 71401, provided by the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS"), Assistance Listing Number (ALN) 93.798 to the New Hampshire Department of Health & Human Services, the Federal Award Identification Number (FAIN) for this award is RHTCMS332050 (with an original federal award date of December 29, 2025, for which the budget was approved in the federal notice of award dated February 3, 2026). Contractor agrees and covenants that all payments received under this Agreement will be used solely for an allowable purpose as defined in Section 71401 of the One Big Beautiful Bill Act, and as further set forth in CMS's Notice of Funding Opportunity for RHT funds, the terms and conditions of the Notice of Award between CMS and the New Hampshire Department of Health & Human Services, any interim or final rule issued by CMS, and all guidance issued pertaining to the RHT program that CMS has issued or will issue in the future, and for which the Contractor has not received payment or reimbursement from any other source. The Federal Award Identification Number (FAIN) for this award is RHTCMS332050. The original federal award date is December 29, 2025, for which the budget was approved in federal award dated February 3, 2026.

2. STATEMENT OF WORK

i) The Contractor shall build the organizational capacity, partnerships, and regional infrastructure necessary for New Hampshire's public health regions ("Regions") to function as sustainable, locally-operated population health systems that coordinate with state-level priorities and initiatives. This includes supporting each region's ability to identify the needs of its population, convene healthcare, public health, and community partners, establish shared priorities, coordinate investments and implementation, and measure and continuously improve health outcomes over time.

The Contractor shall work in all thirteen (13) public health regions providing training and technical assistance, implementation support and funding to build sustainable regional population health infrastructure. Each region must meaningfully engage GO-NORTH-eligible organizations in its region to identify priority populations experiencing gaps in access, understand the services and supports those organizations believe are needed, and develop regional strategies responsive to those needs. All funded activities must demonstrate a clear benefit to rural residents or populations served by GO-NORTH-eligible organizations and comply with GO-NORTH and CMS rurality requirements.

The Contractor shall identify an administrative lead in each region that will work collaboratively with the technical assistance providers for their region. Roles and responsibilities of the Contractor's technical assistance providers and the administrative leads will be clarified in

collaboration with GO-NORTH. Ensure that the administrative lead is responsible for management of any funds, agreements, and implementing capacity building work in the region.

The Contractor shall conduct a rapid initial assessment of each region's capacity based on previous recommendations and document expanded capacity throughout the contract period.

The Contractor shall develop regional capacity building plans, with defined priorities, goals, milestones, responsible partners, and timelines. Plans must: a) Address the right size and structure for local population health in NH, consider the expertise and services the regions can provide and ensure integration with healthcare and community-based organizations for sustainably; b) Ensure each region includes representation from GO-NORTH-eligible organizations, healthcare, public health, municipalities, community organizations (e.g. YMCAs, Parks and Recreation and social service providers), and other partners necessary to address regional priorities; c) Refine how organizations work together to promote collaboration, transparency, accountability, and long-term sustainability; d) Build upon existing regional partnerships, community health assessments, and improvement plans while avoiding duplication of existing structures and efforts; and e) Use lessons learned from previous regional efforts such as NH's 1115 Demonstration – Integrated Delivery Network (IDN) efforts.¹

The Contractor shall implement the regional capacity building plans developed in the preceding phase. Implementation must include provision of funds to all thirteen (13) regions — or an alternative regional structure approved by GO-NORTH consistent with the criteria established during regional capacity planning — to carry out each region's approved capacity building plan, including coordinated regional population health strategies that increase prevention across the continuum for priority populations in their communities. Funded activities should improve access to and use of evidence-based prevention, early intervention, disease management, and supportive services; address identified regional health needs and disparities; strengthen connections among healthcare, public health, community-based organizations, and other regional partners serving rural residents and populations served by GO-NORTH-eligible organizations, including FQHCs and CMHCs; and maintain the representation, collaboration, and non-duplication requirements set out in the regional capacity building plans.

The Contractor shall assess the implementation readiness of each region and tailor its provision of technical assistance. Regions demonstrating sufficient readiness shall be supported in planning and implementing population health improvement activities that align with state and local needs and GO-NORTH's priorities. Regions should: build upon existing community health assessments and improvement plans whenever possible; engage the State Health Assessment and State Health Improvement Plan (SHA/SHIP) Advisory Council to align activities, avoid duplication, and incorporate GO-NORTH priorities into statewide planning; convene regional and cross-sector partners as needed to gather input; identify evidence-based approaches; establish processes to coordinate between regions seeking funding; and ensure regional administrative lead entities have membership from neutral parties that are not seeking funding or benefiting from investments through this contract.

¹ <https://www.medicaid.gov/medicaid/section-1115-demo/demonstration-and-waiver-list/82546>

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The Contractor shall facilitate statewide learning and monitor implementation progress to support continuous improvement. Activities shall: develop and maintain a statewide repository of tools, templates, governance models, implementation resources, and best practices that may be used by all regions; develop and maintain statewide and regional learning collaboratives, training sessions, and related peer learning opportunities; monitor implementation progress, identify barriers, and recommend course corrections as needed; and work with GO-NORTH and its Evaluation Contractor to share data to inform performance and process improvements.

The Contractor shall assist each region to build population health systems that remain sustainable beyond the RHT funding period — developing the organizational structures, services, partnerships, and financing arrangements needed to demonstrate value to healthcare providers, payers, community-based organizations, businesses, and other potential funders. This includes: a) positioning the region as a sustainable population health partner through integration, affiliation, co-location, or formal partnerships with health systems, primary care organizations, payers, and other healthcare entities; b) defining a set of population health and community-based services the region and its partners can deliver, and establishing clinical-to-community pathways that connect individuals identified by healthcare providers and payers to care coordination, navigation, and evidence-based programs, in order to improve outcomes and reduce avoidable ED visits, hospitalizations, and other high-cost care; and c) pursuing reimbursement and contracting arrangements (Medicare, Medicaid, commercial payers, value-based payment, PIN, and similar mechanisms) and diversifying revenue through contracts, shared investments, braided funding, or other approaches that reduce long-term reliance on grant funding.

(ii) Build out sustainable, community-based prevention services that serve rural communities throughout New Hampshire and address GO-NORTH's priority areas.

The Contractor shall administer a competitive funding process to invest in population health and advance the priorities of GO-NORTH. Working collaboratively with GO-NORTH, the Contractor shall develop procurements, administer awards, provide implementation support, and monitor funded projects to ensure investments, strengthen existing infrastructure, promote sustainable transformation, and improve rural population health.

The Contractor shall design investments that aim to improve health across the lifespan and reduce long-term healthcare costs. Prior to investing, the Contractor shall work with GO-NORTH and its partners to inventory current programs and services, sustainability potential, and gaps where new investments are needed. Not all Priority Areas are required to be addressed in the first year, but all must be by the second year.

Investments shall be made in all the following areas: a) maternal and child health, focused on perinatal care and maternal mental health; b) behavioral health, emphasizing prevention and early intervention; c) chronic disease prevention and management, including cardiometabolic health; d) healthy aging and age-friendly communities, including falls prevention; e) healthy food access and skills-based nutrition education across the lifespan; f) physical activity, including school-based strategies (implementation of the Presidential Fitness Test², efforts to position schools as anchors for lifelong fitness for families); and g) cross-cutting strategies that

² <https://www.whitehouse.gov/fitness/>

strengthen community and public health workforce capacity, address social determinants of health/health-related social needs and expand effective use of technology by consumers to improve health.

The Contractor shall design investments that prioritize: a) partnership with healthcare organizations, including referral pathways, shared implementation responsibilities, data sharing when appropriate, and strategies to integrate community services into ongoing population health management; b) improve population health through transformative, sustainable policy, systems, and environmental change rather than direct clinical care (e.g. build systems where local food reaches priority populations); c) align with needs identified by regions; d) build upon existing federal, state, and local investments without duplicating services; e) demonstrate impact GO-NORTH performance metrics; f) align with GO-NORTH investments through its contractors or Hubs; and g) have a plan for sustainability.

The Contractor shall ensure that investments are evidence-based or evidence-informed. Recognizing the limited availability of rural-specific evidence, contractor may adapt established interventions to meet local needs or propose innovative approaches when supported by a strong rationale and an evaluation plan.

The Contractor shall provide technical assistance to sub awardees to: a) integrate community programs into healthcare delivery; b) modify existing evidence-based, evidence-informed, and promising practices for rural areas, priority populations, and/or new delivery options (e.g. virtual, hybrid, extending traditional healthcare anchored programs into the community through collaborative approaches, weight inclusive care); c) develop umbrella hub arrangements;^{3,4} d) increase referrals, utilization, data collection, and quality improvement; and e) engage Medicaid MCOs, commercial payers, health system community benefit programs, NH Department of Health and Human Services and other funders to build long-term financial sustainability beyond grant funding.

The Contractor shall convene workgroups comprised of technical experts, which may include GO-NORTH staff. The workgroups shall advise on development of requests for applications, proposal review, and evaluation planning. Workgroup membership must be approved by GO-NORTH, and members may not represent organizations receiving funding under this Agreement.

The Contractor shall develop an annual funding allocation plan and a multi-year investment strategy for approval by GO-NORTH.

GO-NORTH retains the final decision-making authority related to all awards.

The Contractor shall provide the following deliverables:

³ <https://www.graniteymca.org/bridging-healthcare-and-community/>

⁴ <https://coveragetoolkit.org/umbrella-hub-arrangements/uha-overview/>

Deliverables through September 30, 2028

Deliverable	Due Date	Summary Description	Deliverable-Based Payment
Work Plan	15 days (draft); 30 days (final); updated during the year as requested by GO- NORTH	Project plan describing regional partnership support activities, technical assistance strategy, communications, reporting, coordination with Component B, and implementation schedule. Strategic approach for strengthening public health regions, including governance, capacity assessment, and training/TA priorities.	N/A
Capacity Building Package, Annual Funding Allocation & Draft Multi-Year Investment Strategy	30 days (draft); 45 days (final package/draft multi-year strategy)	Complete package for public health regions capacity- building funding, including application/enrollment process, materials, requirements, funding recommendations, and implementation schedule.	\$60,000
Initial Regional Population Health Capacity Assessment Summaries	December 31, 2026	Using previous recommendations, document each region's organizational capacity, governance, partnerships, sustainability, workforce, planning, and readiness.	\$100,000 (13 assessments, ~\$7,700/region)
Regional Population Health Capacity Action Plans (Governance Framework; Statewide Coordination)	April 30, 2027	Individual development plans per region identifying strengths, gaps, TA priorities, governance models, and implementation milestones; coordination approach with state agencies, SHA-SHIP Advisory Council, GO- NORTH and its contractors.	\$150,000 (13 plans, ~\$11,500/region)
Regional Technical Assistance Learning Program	Beginning July 2027; ongoing	Facilitation of statewide and regional learning collaboratives, peer learning, workshops, and convenings, including agendas, attendance, summaries, and follow-up.	N/A

Deliverable	Due Date	Summary Description	Deliverable-Based Payment
Regional Business/Sustainability Plans	September 30, 2028	Plan per region for operating after GO-NORTH funding ends, services provided, and funding diversification. Requires evidence of engagement with health systems, payers, and other funders. Not a community health improvement plan.	\$175,000 (13 plans, ~\$13,500/region)
Annual Capacity Building Assessment and Report	October 30, 2027; September 30, 2028	Statewide assessment/report on capacity-building activities, regional progress, training effectiveness, governance development, sustainability readiness, and recommendations.	\$50,000
Sustainability & Transition Recommendations	September 30, 2028	Recommendations for sustaining regional capacity, governance, TA infrastructure, and collaboration beyond the initial contract period; plans for second period if approved by G&C.	\$50,000
Annual RFA Package(s), Monitoring Framework, and Applicant Outreach/TA Program	60 days, each year	Complete RFA package(s) with application materials, scoring criteria, budget guidance, reporting requirements, evaluation criteria, funding recommendations; monitoring framework (risk assessment, schedule, corrective action, financial/performance monitoring, site visits, closeout); outreach plan (webinars, office hours, application assistance, FAQs, TA, targeted support).	\$125,000
Funding Recommendations	15 days after each application deadline, each year	Recommendations to GO-NORTH including scoring summaries, reviewer comments, rationale, geographic distribution, priority alignment, and	\$75,000

Deliverable	Due Date	Summary Description	Deliverable-Based Payment
		conflict-of-interest documentation.	
Award Administration	Within 30 days of GO-NORTH approval, each year	Execute award agreements, distribute funds, establish reporting schedules, complete grant management activities.	\$75,000 (~\$5,000/award executed)
Funding Strategy Updates	Annually	Updated investment strategy based on implementation experience, performance data, community needs, and GO-NORTH priorities.	\$35,000
Quarterly Progress Reports	Q1 (Aug 1–Oct 30) due Nov 7; Q2 (Oct 31–Jan 30) due Feb 7; Q3 (Jan 31–Apr 30) due May 7. No quarterly report for May 1–Jul 31 (covered by annual report).	—	N/A
Annual Progress Reports	Annual Report #1 (Aug 1, 2026–Jul 31, 2027) due Aug 7, 2027; Annual Report #2 (Aug 1, 2027–Jul 31, 2028) due Aug 7, 2028	—	N/A
Ad Hoc Executive Summaries and Presentation Materials	As requested by GO-NORTH	For leadership and stakeholder audiences.	N/A
Impact/Success Communication Materials	30 days prior to the end of each budget period; more frequently as requested	Briefs, presentations, case studies, or similar products communicating success, impact, and key accomplishments, suitable for sharing with CMS and other audiences.	N/A
Evaluation and Performance Metric Plan	January 30, 2027	Developed in collaboration with the GO-NORTH Evaluation Contractor.	N/A

Deliverable	Due Date	Summary Description	Deliverable-Based Payment
All Budget Period One Funds Spent	September 30, 2027	—	N/A
All Budget Period Two Funds Spent	September 30, 2028	—	N/A

The Contractor shall designate a single point of contact who is responsible for communicating with GO-NORTH, facilitating the Contractor's collaboration with GO-NORTH, and managing the implementation of the RHTP initiative activities under this Contract. The Contractor shall identify this individual in writing to GONORTH and shall provide GO-NORTH with timely prior notice of any anticipated changes to this single point of contact.

The Contractor shall participate in meetings with the GO-NORTH on a monthly basis, or as otherwise requested by GO-NORTH.

The Contractor shall submit quarterly and annual progress reports to GO-NORTH in accordance with the reporting periods and due dates identified in the table above. Templates will be provided upon award of contract.

Quarterly performance reports shall include, at a minimum:

- A) Progress towards approved milestones and work plan activities.
- B) People served.
- C) Expenditures by CMS RHTP permissible use of funds and initiative.
- D) Technical assistance requests and what was provided.
- E) Performance metrics (as applicable).
- F) Any additional information reasonably requested by GO-NORTH.

Annual performance reports shall include, at a minimum:

- A) Progress narrative covering entire scope of services – approved milestones and work plan activities.
- B) People served.
- C) Performance metrics.
- D) Expenditures by Use of Funds.
- E) Success Stories.
- F) Sustainability plans.
- G) Any additional information reasonably requested by GO-NORTH.

The Contractor shall monitor the scope of services by collecting and reporting performance metrics to GO-NORTH. GO-NORTH will establish the required performance metrics and reporting cadence and provide them to the Contractor in writing. The written performance reporting requirements shall be incorporated into the Contract by reference. Final performance metrics will be established following contract award in collaboration with GO-NORTH's Evaluation Contractor.

The Contractor shall participate in evaluation, performance management, and implementation science activities conducted by GO-NORTH and its Evaluation Contractor to support program evaluation, continuous learning, performance monitoring, and CMS reporting requirements. At a minimum, the Contractor shall:

- A) Cooperate fully with GO-NORTH and its designated independent evaluator(s) in support of GO-NORTH's evaluation, performance monitoring, and continuous improvement activities.
- B) Provide timely and reasonable access to relevant program information, records, performance reports, administrative and operational data, and other documentation necessary for evaluation activities, in the format and timeframe reasonably requested by GO-NORTH or its evaluator(s), subject to applicable privacy, confidentiality, security, and legal requirements.
- C) Make appropriate staff, leadership, contractors, and partners available to participate in interviews, focus groups, surveys, site visits, meetings, and other evaluation activities as reasonably requested.
- D) Designate an evaluation/data liaison.
- E) Participate in performance monitoring and learning activities, respond to requests for information within established timeframes, and support the development and implementation of data-sharing agreements as needed.
- F) Maintain records sufficient to support evaluation and reporting requirements and shall work collaboratively with GO-NORTH and its evaluator(s) to identify, interpret, and communicate performance, facilitators, barriers, outcomes, lessons learned, and opportunities for improvement and sustainability.
- G) Work with GO-NORTH and its Evaluation Contractor to report on metrics.

The Contractor shall post all competitive procurements, including, but not limited to requests for proposals, bids, quotes, or applications issued by the Contractor related to this Contract on the GO-NORTH website.

- A) The Contractor shall provide all procurements to GO-NORTH for review and approval.
- B) At least fifteen (15) calendar days prior to posting, opening or issuing a competitive procurement, the Contractor shall 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, date(s) of any informational sessions, and any other information reasonably requested by GO-NORTH.
- C) Prior to contracting through a competitive procurement, the Contractor shall submit a request to GO-NORTH to approve the selected applicant, bidder or subcontractor. Such request shall be made in writing and include evidence that the selected applicant, bidder, or subcontractor meets the subrecipient, contractor, sub-contractor, or consulting requirements of this Agreement and the CMS RHT grant requirements. Funding of any Contractor is contingent on GO-NORTH approval.
- D) For all competitive procurements, the Contractor shall 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, shall collaborate with GO-NORTH on the development of the procurement. Upon request, the Contractor shall provide the scoring documentation and award recommendation to GO-NORTH for review.
- E) As of the effective date of the Contract, Contractor is authorized to enter into the following sole source contracts: 1) New Hampshire Public Health Association to provide technical assistance around building capacity thorough the Regional Public Health Networks (developing action plans and

implementing recommendations) engaging with the State Health Improvement/State Health Assessment Council and other key stakeholder.

3. SUBAWARD AGREEMENTS

To the extent that Contractor is making sub-awards from this award, Contractor shall develop and use a template for subawards that will be subject to review and approval by GO-NORTH before use to ensure that the subawards contain adequate provisions that the funds can only be used for allowable RHT costs and require compliance with 2 CFR 200 and other applicable requirements.

4. COST PRINCIPLES; INDIRECT COSTS

The Contractor may charge costs as provided by 2 CFR 200 Subpart E, Cost Principles. The Contractor may not charge or cover costs not allowed under federal law, applicable rules, federal guidance, or the award terms accepted by the State upon receiving payment of these funds from Treasury.

The Contractor's indirect cost rate is 10%, or if Contractor does not have an established indirect cost rate, indirect costs shall not exceed 10%.

5. EXPIRATION OF AWARD

Any portion of the award not expended by Contractor for allowable costs by the Completion Date shall lapse and shall not be paid.

6. UNIQUE ENTITY IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS.

6.1. Pursuant to 2 CFR 25 and 2 CFR 180, Contractors must: (i) Be registered in SAM before submitting an application or entering into an agreement; (ii) provide a valid Unique Entity Identifier (UEI) in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. EXHIBIT J should be returned completed with the executed contract and must be received completed before any disbursement can be made.

6.2. This requirement must be passed through to sub-contractors.

6.3. The UEI number for Contractor is NKKXPHF5LY73 CAGE Code: 8Q7M0

7. FUTURE CMS REGULATIONS AND GUIDANCE

CMS may issue subsequent or further regulations and guidance on allowable uses of RHT funds at its website. Any such guidance shall be considered incorporated into this Agreement by reference without further notice.

8. EXHIBITS

This Agreement consists of the following documents: Exhibits A, B, C, D, E, F, G, H, I, and J, which are all incorporated herein by reference as if fully set forth herein.

EXHIBIT C

Methods and Conditions of Payment

Contractor must register with the Department of Administrative Services for a State of New Hampshire Contractor number in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/Contractorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the Contractor registration. The State Contractor number for Contractor is 331253.

The State will pay the Contractor, the sum of \$40,000,000 (the Contract Amount) for expenses incurred to build regional population health systems and deliver prevention programs, as set out in the following budget in Exhibit C-1.

1) This Agreement is funded by: 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.

GO-NORTH will use combination of advance payments, reimbursement of actual allowable costs, and deliverable based payments tied to key milestones to support timely implementation while maintaining appropriate fiscal and programmatic accountability.

2) For the purposes of this Agreement GO-NORTH has identified:

- A) The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
- B) The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
- C) The indirect costs and administrative costs of the Contractor, inclusive of any sub-contractors, subrecipients, or sub-awardees of the Contractor, shall 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, sub-contractors, subrecipients, and sub-awardees, 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 Award.
- D) 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.

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GO-NORTH shall designate up to fifteen percent (15%) of the award as contingent upon satisfactory completion and GO-NORTH acceptance of specified high-priority deliverables tied to key milestones (as outlined in Deliverables table). The final amount will be through a reasonable-cost analysis. Deliverable-based payments are intended to provide performance accountability and shall be reserved for significant work products or implementation milestones that demonstrate material progress toward the objectives of the Contract. GO-NORTH may adjust the timing or allocation of payments based on Contractor performance, documented cash needs, approved changes to the Work Plan or budget, and applicable federal requirements.

The amounts identified represent GO-NORTH's preliminary estimates of reasonable costs associated with completion of designated deliverables and are provided for planning purposes. Final deliverable-based payment amounts shall be established based on the selected Contractor's proposed costs, scope of services, estimated level of effort, reasonable personnel costs, applicable fringe and indirect costs, necessary consultant or subject matter expertise, and other reasonable costs directly associated with completion of the deliverable. GO-NORTH reserves the right to negotiate proposed amounts based on cost reasonableness, available market or industry information, historical costs, and the scope and complexity of the required work. Deliverable-based payments cannot also be charged to the regular reimbursement portion of the award.

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.

Initial Advance. Following approval of the initial Work Plan and budget, and completion of applicable pre-award requirements, GO-NORTH may provide the Contractor an initial advance of up to fifteen percent (15%) of the total award to support reasonable and necessary start-up and implementation costs. The amount of the advance shall be based on anticipated immediate cash requirements and may be used only for allowable costs associated with the approved scope of work. The Contractor shall account for and reconcile advanced funds through required financial reporting. Subsequent payments may be adjusted based on expenditures, available cash on hand, implementation progress, and applicable federal cash management requirements.

4) Notwithstanding Section 2)D) 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 GONORTH within 30 calendar days of the request for recoupment of payment from GO-NORTH.

6) 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:

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- A) Includes the Contractor's Contractor Number issued upon registering with New Hampshire Department of Administrative Services.
- B) Is submitted in a format as provided by or otherwise acceptable to GONORTH.
- C) Identifies and requests payment in accordance with Section 3, above.
- D) 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.
- E) Is completed, dated and returned to GO-NORTH to initiate payment.
- F) Is assigned an electronic signature and submitted via email.

7) 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 carrying forward 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.

8) 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 RHTP objectives.

9) 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:

A) 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.

B) 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.

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C) Pre-contract effective date costs.

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

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

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

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

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

I). 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.

J) 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.

K) 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.

L) 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.

M) 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.

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

O) 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.

P) Any other use of funds deemed impermissible by CMS.

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

11) 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.

12) Audits

A) The Contractor must email an annual audit to GO-NORTH if any of the following conditions exist: Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements; Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b; Condition C - The Contractor is a public company and required by Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.

B) 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.

C) 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.

D) 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.

E) 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.

F) 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.

13) 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:		Health Strategies for NH, Inc.					
Budget Total:		\$40,000,000					
Contract Period:		G&C Approval - 9/30/28					
Average Indirect Cost Rate (if applicable)		10%					
Line Item	Program Cost - Funded by GO- NORTH - Contract Period 1	Budget Narrative Explain specific line item costs included and their direct relationship to meeting the RHTP goals	Administrative Costs - Funded by GO-NORTH - Contract Period 1	Budget Narrative Explain specific line item costs included and their relationship to completing the contracted scope of services.	Program Cost - Funded by GO- NORTH - Contract Period 2	Budget Narrative Explain specific line item costs included and their direct relationship to meeting the RHTP goals	Administrative Costs - Funded by GO-NORTH - Contract Period 2
1. Salary & Wages							
2. Fringe Benefits							
3. Travel							
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ -						
5. Supplies							
6. Contractors	\$ 125,555.00	Contract with Endowment for Health, Inc.	\$ 1,091,520.00	9 contractors; 20,000 for indirect	\$ 131,958.00	9 contractors including Endowment for Health, 20,000 for indirect	\$ 1,094,292.00
7. Subrecipients	\$ 17,888,500.00	Contracts	\$ 894,425.00	5% indirect/Admin	\$ 17,875,000.00	Contracts and 5% indirect/Admin	\$ 893,750.00
8. Other-Indirect Costs			\$ 5,000.00	EH Indirect		EH Indirect	\$ 5,000.00
Total Program Costs	\$ 18,014,055.00		DO NOT USE		\$ 18,006,958.00		DO NOT USE
Total Direct Administrative Costs	DO NOT USE		\$ 1,985,945.00		DO NOT USE		\$ 1,993,042.00
Total Direct Costs	\$ 18,014,055.00		DO NOT USE		\$ 18,006,958.00		DO NOT USE
Total Indirect Costs	DO NOT USE				DO NOT USE		\$ -
Subtotals	\$ 18,014,055.00		\$ 1,985,945.00		\$ 18,006,958.00		\$ 20,000,000.00
TOTAL			Contract Period 1 \$	20,000,000.00		Contract Period 2 \$	20,000,000.00

EXHIBIT D

Drug-Free Workplace

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 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

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 Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

GO-NORTH
107 Pleasant St., 4th Floor
Concord, NH 03301

- (A) The Contractor certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

- (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.
Place of Performance (street address, city, county, State, zip code) (list each location)

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

Health Strategies for NH, Inc.		As defined in the agreement
Contractor Name	Period Covered by this Certification	
Sue Fulton		
Name and Title of Authorized Contractor Representative		
DocuSigned by:  FB214C38F6CB4E4...	CFO	9/10/2026
Contractor Representative Signature		Date
Page 35 of 54		Contractor Initial DS 
		Date 9/10/2026

EXHIBIT E 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 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:

CERTIFICATION REGARDING LOBBYING

Program: Rural Health Transformation Program ("RHT") established by the One Big Beautiful Bill Act of 2025

Contract Period: As defined in the agreement

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:
 - a. the awarding of any federal contract.
 - b. the making of any federal grant.
 - c. the making of any federal loan.
 - d. the entering into of any cooperative agreement.
 - e. the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.

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

DocuSigned by:

Sue Fulton

Sue Fulton

CFO

Contractor Representative Signature

Contractor's Representative Title

Contractor Name

Health Strategies for NH, Inc.
Page 36 of 54

Date

9/10/2026

Contractor Initial

9/10/2026

Date

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EXHIBIT F

Debarment

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Contractor 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 Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the GO-NORTH determination whether to enter into this transaction. However, failure of the Contractor to furnish GO-NORTH 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 GO-NORTH determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, GO-NORTH may terminate this transaction for cause or default.
- (4) The Contractor shall provide immediate written notice to GO-NORTH, to whom this Grant is submitted if at any time the Contractor 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: 2 CFR 180, Subpart I.
- (6) The Contractor agrees by submitting this Grant 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 GO-NORTH.
- (7) The Contractor further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by GO-NORTH, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Contractor in a covered transaction may rely upon a certification of Contractor 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 Contractor 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 Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of

DS
SF

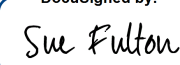
a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Contractor 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, GO-NORTH may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this Grant 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;
 - (c) 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
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (federal, State or local) terminated for cause or default.
- (2) 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 Grant.

DocuSigned by:

FB214C38F6CB4E4...

Sue Fulton

CFO

Contractor Representative Signature

Contractor's Representative Title:

Health Strategies for NH, Inc.

9/10/2026

Print Contractor Name

Date

EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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:

By signing and submitting this Grant Agreement the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

DocuSigned by:
Sue Fulton
FB214C38F6CB4E4...

Sue Fulton

CFO

Contractor Representative Signature

Contractor’s Representative Title

Health Strategies for NH, Inc.

9/10/2026

Contractor Name

Date

EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for 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.

By signing and submitting this Grant Agreement the Contractor certifies that it will comply with the requirements of the Act.

The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all sub-contractors shall certify accordingly.

DocuSigned by:
Sue Fulton
FB214C38F6CB4E4...

Sue Fulton

CFO

Contractor Representative Signature

Contractor's Representative Title

Health Strategies for NH, Inc.

9/10/2026

Contractor Name

Date

Contractor Initial

Date 9/10/2026

DS
SF

EXHIBIT I**ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS****OMB Burden Disclosure Statement**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Health Strategies for NH, Inc.

_____ (hereinafter called the "Contractor") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Contractor agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Contractor receives federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Contractor by GO-NORTH with federal RHT funds, this assurance obligates the Contractor for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Contractor's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by GO-NORTH, the Contractor agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Contractor shall require any individual, organization, or other entity with whom it contracts, subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Contractor agrees to compile and maintain information pertaining to programs or activities developed as a result of the Contractor's receipt of federal assistance from GO-NORTH. Such information shall

include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Contractor agrees to submit requested data to GO-NORTH, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Contractor from the use of ARPA funds extended by GO-NORTH upon request. Facilities of the Contractor (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Contractor's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of GO-NORTH, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts or other federal assistance extended after the date hereof, to the Contractor by GO-NORTH including installment payments on account after such data of application for federal assistance which are approved before such date. The Contractor recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Contractor.

Contractor Certification

The Contractor certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Contractor upon written request to GO-NORTH).

Docusigned by:

FB214C38F6CB4E4...

CFO

Contractor Representative Signature

Contractor's Representative Title

Print Contractor Name:

Date 9/10/2026

Sue Fulton

Health Strategies for NH, Inc.

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

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

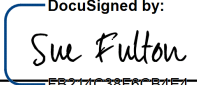
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), GO-NORTH must report the following information for any grant award subject to the FFATA reporting requirements:

- 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) Principal place of performance
- 9) Unique identifier of the entity (UEI #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Contractors 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 one of the Contractor's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to GO-NORTH and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

DocuSigned by:  FB214C38F6CB4E4...	9/10/2026	CFO
(Contractor Representative Signature)	(Contractor Representative Title)	

Sue Fulton

Health Strategies for NH, Inc. ^{DS}

**EXHIBIT J cont.
CERTIFICATION**

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 number for your entity is: NKKXPHF5LY73 CAGE Code: 8Q7M0

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

If the answer to #3 above is YES, stop

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: _____

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SF

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 HEALTH STRATEGIES FOR NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 02, 2007. 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: 571587

Certificate Number: 0007052474



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of February A.D. 2025.

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

David M. Scanlan
Secretary of State

Corporate Resolution

I, Chris Matthews, hereby certify that I am duly elected Clerk/Secretary/Officer of

Health Strategies for NH, Inc. I hereby certify the following is a true copy of a vote taken by the Board of Directors/shareholders, duly called and held on September 8, 2026,

at which a quorum of the Directors/shareholders were voting.

VOTED: To authorize Yvonne Goldsberry, President and Susan Fulton, Chief Financial Officer to enter into contracts or agreements on behalf for Health Strategies for NH, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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 to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. 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: 9/9/2026

ATTEST: Chris Matthews, CHAIR
(Name & Title)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2026

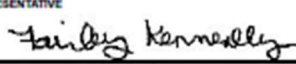
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN 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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gifford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Co NAIC # 29459 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Health Strategies for New Hampshire Inc. 1 Pillsbury St Ste 301 Concord NH 03301	

COVERAGES CERTIFICATE NUMBER: 26 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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY.

INSR LTR	TYPE OF INSURANCE	ACORD FORM NO.	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:		04SBAAC8113	05/17/2026	05/17/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Umbrella Professional \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		04SBAAC8113	05/17/2026	05/17/2027	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		04SBAAC8113	05/17/2026	05/17/2027	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Governor's Office of New Opportunities & Rural Transformational Health 107 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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ACORD 26 (2025/12)

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9/10/26, 11:24 AM

Inbox - Hammond, Whitney - GONORTH - Outlook



RE: GO-NORTH Contract - Endowment for Health

From Sue Fulton <sue@endowmentforhealth.org>

Date Thu 9/10/2026 11:23 AM

To Hammond, Whitney - GONORTH <Whitney.C.Hammond@go-north.nh.gov>

Cc Lara, Marisa - GONORTH <Marisa.D.Lara@go-north.nh.gov>

 3 attachments (304 KB)

Health Strategies for NH Inc Budget.pdf; Health Strategies Certificate of Authority2.pdf; ACORD Form 20260910-111937.pdf;

EXTERNAL EMAIL WARNING! This email originated outside of the New Hampshire Executive Branch network. Do not open attachments or click on links unless you recognize the sender and are expecting the email. Do not enter your username and password on sites that you have reached through an email link. Forward suspicious and unexpected messages by clicking the Phish Alert button in your Outlook and if you did click or enter credentials by mistake, report it immediately to helpdesk@doit.nh.gov!

Health Strategies for NH Inc. does not have any employees and therefore we don't have workers compensation insurance.

Updated budget, Certificate of Insurance and Certificate of Authority, attached.

Please let me know if you need anything else.

Sue

Susan Fulton
Chief Financial Officer
Endowment for Health and Health Strategies of NH
One Pillsbury Street, Suite 301
Concord, NH 03301
603-228-2448 Extension # 5
www.endowmentforhealth.org

NONPROFIT COVER SHEET

A. Entity Name: Health Strategies for NH, Inc.

B. Entity's Contact Information:

Person responsible for Accuracy and Completeness of information provided:

Name: Susan Fulton

Title: Chief Financial Officer

Signature:

Additional Contact:

Name / Phone / Email: Andie Hession, 603.228.2448 AHession@endowmentforhealth.org

C. List Board Directors and Affiliations

<u>Name (Identify any additional role(s) in Parentheses)</u> List includes all Health Strategies for NH Board members	<u>Affiliations</u>
Chris Matthews (Chair) (Health Strategies of NH Board member)	Southern NH University
Marie Ramas (Vice Chair) (Health Strategies of NH Board member)	Medical Director, Gate House Treatment Center
Steve Lawlor (Treasurer) (Health Strategies of NH Board member)	Principal, Nathan Wechsler & Company, P.A.
Mike Devlin (Secretary) (Health Strategies of NH Board member)	Chief Program Officer, South Middlesex Opportunity Council
Kevin Rasch (Health Strategies of NH Board member)	General Counsel of Health Plans Inc. (HPI) and Corporate Vice President, Point32 Health

D. List Key Personnel (Resumes should be attached for each key personnel listed)

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

E. Check one of the following:

☒ 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:

☒ 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>

13853	Health Development Initiative, Inc.	10/0 Matador Drive	Platteville	WI	53818	X	5/15/2024
13180	Health Strategies of NH, Inc.	1 Pillsbury Street #301	Concord	NH	03301	G	11/14/2026
15715	Health Volunteers Overseas	1900 I Street NW Suite 210	Washington	DC	20036	G	11/15/2026

FINANCIAL DISCLOSURES

G. Check one the following (and attach applicable financial documentation):

☒ 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 attached. **OR**

☐ 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 990EZ 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:

Health Strategies for NH, Inc. for period ending June 30, 2025

INCOME STATEMENT

<u>Revenue</u>		<u>Expenses</u>	
<i>Grants</i>	\$ 607,365	<i>Compensation of officers, directors, and key personnel</i>	0
<i>Donations</i>	\$	<i>Other salaries & wages</i>	0
<i>Program Services Revenue</i>	\$	<i>Payroll taxes & employee benefits</i>	0
<i>Interest & Dividends</i>	\$7,066	<i>Occupancy, rent, utilities, and insurance</i>	0
<i>All other Revenue</i>		<i>Printing, publications, postage, office supplies, and IT</i>	\$739
<u><i>Total Revenue</i></u>	\$614,430	<i>Grant Awards</i>	\$1,500
		<i>All other expenses</i>	\$595,816
		<u><i>Total Expenses</i></u>	\$598,055

FINANCIAL DISCLOSURES (cont.)

BALANCE SHEET

Assets

<i>Cash & Equivalents</i>	\$552,070
<i>Investments</i>	\$
<i>Real Estate (less any depreciation)</i>	\$
<i>Other Property & Equipment (less any depreciation)</i>	\$
<i>Pledges, grants, accounts receivable</i>	\$2,625
<i>All other assets</i>	
<u>Total Assets</u>	\$554,695

Liabilities

<i>Accounts Payable</i>	14,292
<i>Loans Payable</i>	\$
<i>All other liabilities</i>	\$0
<u>Total Liabilities</u>	\$14,292