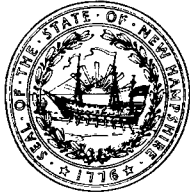


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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

August 8, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Policy and Performance, to enter into an agreement with the Foundation for Healthy Communities (Vendor # 154533-B001) 125 Airport Road, Concord, NH 03301, to serve as the Administrative Lead Organization of a statewide Health Care Coalition of organizations from across the health care sector in order to prepare for, respond to and recover from emergencies in an amount not to exceed \$1,224,000, effective upon Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Funds are available in State Fiscal Year 2018 and State Fiscal Year 2019 in the following account with the ability to adjust amounts within the price limitation and to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if necessary and justified.

**95-90-902510-2239 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS 100% Federal**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2018	102-500731	Contracts for Program Services	90077700	\$612,000
2019	102-500731	Contracts for Program Services	90077700	\$612,000
			<b>Total:</b>	<b>\$1,224,000</b>

**EXPLANATION**

The purpose of this request is to implement a Health Care Coalition through the services of an Administrative Lead Organization in order to prepare for, mitigate, respond to and recover from emergencies that impact the health care sector.

Implementing a health care coalition to coordinate preparedness and response activities among health care organizations is a primary requirement for receiving federal funding from the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response. Such activities assist in the prevention or reduction in illnesses and deaths during emergencies. An established Health Care Coalition has the ability to provide training and technical assistance to its members in order to assist them in meeting emergency preparedness requirements issued by the U. S. Centers for Medicaid and Medicare Services.

The New Hampshire Health Care Coalition will include members from across the health care sector including, but not limited to:

- Hospitals and hospital-based health systems.
- Emergency medical services.
- Emergency management services.
- Public health, long-term care facilities; primary care and specialty practices.
- Behavioral and substance use disorders providers.

The Foundation for Healthy Communities was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from April 10, 2017 through May 8, 2017. The Department received one proposal, which was reviewed and scored by a team of individuals with program specific knowledge. The Score Summary is attached.

The selected Vendor will serve as the Administrative Lead Organization by organizing and supporting the Health Care Coalition through the provision of subject matter expertise in the areas of healthcare system and emergency preparedness, response and recovery. The Administrative Lead Organization will also provide administrative and financial management services that will support the Health Care Coalition. The selected Vendor will guide the Health Care Coalition in providing essential services by conducting activities that will promote capabilities including but not limited to:

- Ensuring the community's health care organizations and other stakeholders are coordinated in order to identify hazards and risks as well as prioritize and address gaps through planning, training, exercising and managing resources.
- Coordinating health care and medical responses so members of the Health Care Coalition can share and analyze information; manage and share resources; and coordinate strategies to deliver medical care to all populations during emergencies and planned events.
- Ensuring continuity of health care service delivery by ensuring health care workers are well-trained, well-educated, and well equipped to care for patients during emergencies.
- Assisting in developing coordination of information and available resources so members can maintain services during a surge in need of medical resources.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Performance measures that ensure the selected Vendor is providing optimal services are detailed in Exhibit A, Scope of Services, Section 8, Performance Measures.

Should the Governor and Executive Council not approve this request, New Hampshire's emergency preparedness and response capabilities may be less coordinated and comprehensive throughout the state. Without an Administrative Lead Organization to implement a health care coalition that coordinates preparedness and response activities among health care organizations, the Department may lose federal funding from the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response. Developing a strong, statewide infrastructure to convene, coordinate, and facilitate an improved systems-based approach will, over time, reduce costs and improve health outcomes.

Area served: statewide.

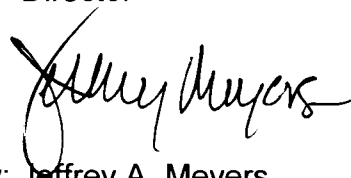
Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention, Hospital Preparedness Program Cooperative Agreement.

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

Respectfully submitted,



Lisa Morris  
Director



Approved by: Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

**Health Care Coalition for Emergency Preparedness, Response and Recovery**

**RFP-2018-DPHS-09-HEALT**

**RFP Name**

**RFP Number**

**Bidder Name**

Maximum Points	Actual Points
600	520

**1. Foundation for Healthy Communities**

**Reviewer Names**

1. Beth Daly, Administrator IV
2. Denise Krol, Program Specialist IV
3. Leigh Cheney, Director Special Projects
4. Neil Twitchell, Administrator I
5. Ellen Chase-Lucard, Financial Administrator
6. Richelle Swanson, Administrator III

Subject: Health Care Coalition for Emergency Preparedness, Response and Recovery (RFP-2018-DPHS-09-HEALT)

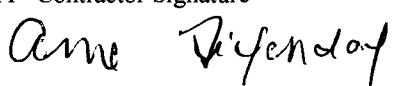
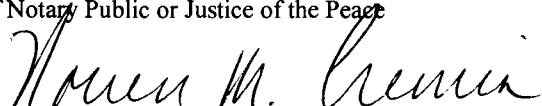
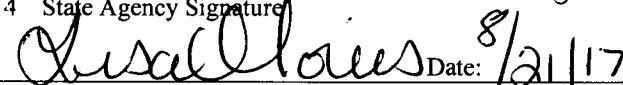
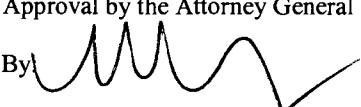
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Foundation for Healthy Communities		1.4 Contractor Address 125 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number (603) 415-4271	1.6 Account Number 95-90-902510-22390000	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,224,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Anne Diefendorf Acting Executive Director	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i> On <i>August 7, 2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Norcen M. Cremin, Program &amp; Grants Manager</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>Megan A. de la Motte</i> <i>8/29/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

9.2 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.

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

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

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

**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. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.





Exhibit A

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall facilitate and support the Health Care Coalition (HCC) to self-leadership in order to ensure high level objectives are achieved to prepare for, respond to, and recover from emergencies in the State of New Hampshire in a manner that represents the ideal state of readiness in the United States.

**2. Scope of Services**

- 2.1. The Contractor shall guide the Health Care Coalition (HCC) in providing essential services by conducting activities that will promote capabilities that include, but are not limited to:
  - 2.1.1. Foundation for Health Care and Medical Readiness – The Contractor shall develop an HCC that ensures the state’s health care organizations and other stakeholders are coordinated in order to:
    - 2.1.1.1. Identify hazards and risks.
    - 2.1.1.2. Prioritize and address gaps through planning, training, exercising and managing resources.
  - 2.1.2. Health Care and Medical Response Coordination – The Contractor shall assist with the coordination of health care organizations, the HCC, and the Emergency Support Function 8 (ESF-8) – Health & Medical, through a collaborative approach that promotes:
    - 2.1.2.1. Sharing of information.
    - 2.1.2.2. Managing and sharing of resources.
    - 2.1.2.3. Coordinating with the ESF8 to develop strategies to deliver medical care to all populations during emergencies and planned events.
  - 2.1.3. Continuity of Health Care Service Delivery – The Contractor shall:
    - 2.1.3.1. Support HCC member organizations to provide uninterrupted, optimal medical care to all populations in the



Exhibit A

- face of damaged or disabled health care infrastructure.
- 2.1.3.2. Assist HCC member organizations with ensuring health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies.
  - 2.1.3.3. Assist HCC member organizations with ensuring simultaneous response and recovery operations result in a return to normal or improved operations.
  - 2.1.4. Medical Surge – The Contractor shall assist the HCC to deliver the best possible care to patients when demands for health care services exceed available supply. The Contractor shall:
    - 2.1.4.1. Assist the HCC with coordination of information and available resources so members can maintain conventional surge response.
    - 2.1.4.2. Coordinate with the ESF 8 to determine the needs of the affected system and the HCC when an emergency overwhelms the HCC's collective resources.
    - 2.1.4.3. Assist the HCC to support the health care delivery system's transition to contingency and crisis surge response.
    - 2.1.4.4. Assist the HCC to support the health care delivery system with transitioning to timely conventional standards of care as soon as the emergency subsides.
  - 2.2. The Contractor shall assist the State of New Hampshire in recruiting core HCC membership that will consist of hospitals, Emergency Medical Services (EMS), emergency management and public health agencies. The Contractor shall:
    - 2.2.1. Work with the HCC leadership team to prioritize, identify and recruit additional members. The Contractor shall ensure the leadership team conducts:
      - 2.2.1.1. Strategic planning.
      - 2.2.1.2. Gap analysis.
      - 2.2.1.3. Operational planning.
      - 2.2.1.4. Information sharing.
      - 2.2.1.5. Resource assessment.
    - 2.2.2. Collect contact information, which shall be:
      - 2.2.2.1. Reviewed and updated on a semi-annual basis.
      - 2.2.2.2. Stored online.
      - 2.2.2.3. Distributed to HCC members and partners on a semi-annual



Exhibit A

basis by e-mail.

- 2.2.3. Ensure each member of the HCC signs a letter of commitment and participation.
- 2.3. The Contractor shall ensure specific activities to lead the HCC include, but are not limited to:
  - 2.3.1. Establishing and implementing a governance structure and necessary processes to execute activities related to health care delivery system readiness and coordination by guiding the HCC members in developing a charter and determining the parameters of the organization, which shall include but not be limited to:
    - 2.3.1.1. Membership, leadership and voting structures.
    - 2.3.1.2. Establishing rules and committees.
    - 2.3.1.3. Determining orders of succession and delegations of authority.
  - 2.3.2. Developing a HCC preparedness plan that meets ASPR requirements no later than June 30, 2018.
  - 2.3.3. Developing a HCC response plan that meets ASPR requirements by June 30, 2019.
  - 2.3.4. Completing a jurisdictional risk assessment that meets ASPR requirements by June 30, 2019.
  - 2.3.5. Completing an annual hazard vulnerability analysis (HVA) that meets ASPR requirements.
  - 2.3.6. Completing a resource assessment to identify health care resources and services that could be coordinated and shared that meets ASPR requirements.
  - 2.3.7. Ensuring the capability for tracking information to share with HCC member by June 30, 2019.
  - 2.3.8. Obtaining de-identified data from the US Department of Health and Human Services' emPOWER every six (6) months in order to identify populations with unique health care needs.
  - 2.3.9. Ensuring that HCC members are included in evacuation, transportation and relocations planning and execution during exercises and real incidents in order to meet the ASPR Coalition Surge Test requirements.
  - 2.3.10. Conducting other drills and exercises, which include but are not limited to:
    - 2.3.10.1. Conducting a Training and Exercise Planning Workshop (TEPW) on an annual basis that will result in an HSEEP-



Exhibit A

- 
- compliant Multi - Year Training and Exercise Plan (MYTEP).
- 2.3.10.2. Smaller scale drills that may include but are not limited to:
- 2.3.10.2.1. Periodic bed capacity drills using the Healthcare Incident Management System (HIMS).
  - 2.3.10.2.2. Communications drills using primary and redundant communication systems and platforms capable of sending essential elements of information (EEI) to maintain situational awareness.
  - 2.3.10.3. Exercises designed that meet HCC member organizations' obligations under the Medicare and Medicaid Programs; Emergency Preparedness Requirements for Medicare and Medicaid Participating Providers and Suppliers" Final Rule (81 FR 63860, Sept. 16, 2016).
- 2.3.11. Developing a plan no later than December 31, 2017, to effectively coordinate information during emergencies and planned events. The Contractor shall:
- 2.3.11.1. Leverage existing planning to broaden the scope of information to be inclusive of all HCC members.
  - 2.3.11.2. Ensure alignment with ASPR guidance and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations.
  - 2.3.11.3. Incorporate planning for Emergency Public Information coordination into the NH Health Care Coalition Preparedness and Response plans.
- 2.3.12. Supporting the HCC when an emergency has the potential to impact the health care delivery system or the public's health by working with the HCC to determine how the HCC will interact with ESF 8 and regional public health Multi-Agency Coordinating Entities (MACEs)
- 2.3.13. Providing technical assistance and training to hospitals to address emergency department and inpatient surges in order to achieve inpatient bed availability (IBA) of twenty (20) percent throughout the project period.
- 2.3.14. Developing tools and offering technical assistance to members in order to improve emergency preparedness and meet federal preparedness requirements.
- 2.3.15. Developing annual action plans with committees including background research on model practices in order to assist with the identification of strategic approaches in order to meet the ASPR capabilities.



Exhibit A

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- 2.3.16. Publishing an Annual Report that captures HCC activities and outcomes that include, but are not limited to:
    - 2.3.16.1. HCC membership overview.
    - 2.3.16.2. HCC focus areas.
    - 2.3.16.3. Strategic planning process.
    - 2.3.16.4. Planned or real events that impacted HCC membership.
    - 2.3.16.5. Documentation of ASPR performance measures.
    - 2.3.16.6. Overview of ASPR capabilities and HCC involvement in accomplishing goals.
    - 2.3.16.7. Review of past or future trainings, exercises and drills.
    - 2.3.16.8. Other topics, as requested or required.
  - 2.3.17. Preparing reports and gathering data, as required.
  - 2.3.18. Preparing and distributing the HCC newsletter every six (6) months.
  - 2.3.19. Conducting education and training programs based on a needs assessment of HCC members. The Contractor shall:
    - 2.3.19.1. Conduct a survey that is designed to capture key indicators of the HCC and HCC member response readiness.
    - 2.3.19.2. Ensure the survey identifies current preparedness and member training as well as technical assistance needs.
    - 2.3.19.3. Ensure the needs assessment uses an approach that maximizes input while minimizing time demands.
  - 2.3.20. Ensuring individuals who participate in educational and training programs are able to attain continuing education credits, when appropriate.
  - 2.3.21. Educating key decision-makers and other stakeholder groups on the HCC.



Exhibit A

**3. Workplan – Milestones, Tasks and Anticipated Complete Dates**

3.1. The Contractor shall implement the Health Care Coalition Work Plan in accordance with the dates in Table 3.1.1, below.

Table 3.1.1

Milestone	Task	Anticipated Completion Date
1. Establish the HCC	HCC Development	Ongoing
	Recruit & Engage Core Membership	9/30/17
	Establish Governance, including a Leadership Team	10/31/2017
	Recruit additional membership	Ongoing
	Convene members, coordinate and facilitate meetings	Ongoing
	Follow ASPR Guidelines throughout	Ongoing
2. HCC Preparedness Plan	HCC Preparedness Plan completed	06/30/2018
	Background research	12/31/2017
	Plan and facilitate workshop	5/31/2018
	Write plan	6/15/2018
3. HCC Response Plan	HCC Response Plan completed	6/30/2019
	Background research	12/31/2018
	Plan and facilitate workshop	5/31/2019
	Write plan	6/15/2019



Exhibit A

4. HVA	Annual HVA completed	3/01/2018
	Conduct survey	3/01/2018
	Complete an HVA in a usable format	3/01/2018
5. Jurisdictional Risk Assessments	Jurisdictional Risk Assessment completed	6/30/2019
	Design process	12/31/2018
	Conduct Survey	3/31/2019
	Facilitate meeting(s)	4/30/2019
	Write report	6/15/2019
6. Healthcare Assessment	Conduct Assessment	4/30/2018
	Research resources	9/31/2017
	Determine gaps/vulnerabilities	3/31/2018
	Set planning priorities	3/31/2018
	Develop list	3/31/2018
	Implement tracking system	4/30/2018
7. emPower Data	Obtain data from emPower	Ongoing
	Obtain data every 6 months	Ongoing
	Integrate into plans	Ongoing



Exhibit A

8. ASPR Coalition Surge Test	Conduct an ASPR Coalition Surge Test Annually	11/30/2017
	Conduct an ASPR Coalition Surge Test Annually	11/30/2018
	Evacuation, transportation and relocation planning	9/30/2017
	Evacuation, transportation and relocation planning	9/30/2018
	Lead exercise planning team	11/30/2017
	Lead exercise planning team	11/30/2018
	Develop HSEEP-compliant materials	10/31/2017
	Develop HSEEP-compliant materials	10/31/2018
	Facilitate/evaluate exercise	11/30/2017
	Facilitate/evaluate exercise	11/30/2018
	AAR/IP	12/30/2017
AAR/IP	12/30/2018	
9. Other ASPR Exercises	Communications	Quarterly
	Exercises TBD	Annually
	Bed Tracking	Quarterly
10. Information Sharing	Public Information Sharing/Coordination Plan	12/31/2017
11. Response	Engage the HCC when requested by ESF8 during an activation	As needed





Exhibit A

12. Immediate Bed Availability (IBA)	Achieve 20% IBA	6/30/2018
	TA for developing/refining procedures	Ongoing
	Incorporate into exercises	Ongoing
13. Technical Assistance/Tools	Offer Technical Assistance to members	Ongoing
	Technical Assistance shall be provided by the Contractor, HCC members with specific expertise or partners	Ongoing
	Tools Research and Development	Ongoing
	Tools shall be available from multiple sources and shared with HCC members	Ongoing
	Tools shall be created based on need.	Ongoing
14. Annual Action Plans	Develop Action Plans	12/31/2017
	Develop Action Plans	12/31/2018
	Research	9/30/2017
	Research	9/30/2018
	Identify strategic approaches to ASPR Capabilities	8/31/2017
	Identify strategic approaches to ASPR Capabilities	06/30/2019



Exhibit A

15. Reports/Data	Write and distribute reports/collect data	12/31/2017
	Write and distribute reports/collect data	12/31/2018
	Annual Report will be prepared	6/30/2018
	Annual Report will be prepared	6/30/2019
	Assist Dept in ASPR Reporting	Ongoing
	Collect data from HCC members	Ongoing
16. HCC Newsletter	Write Newsletter on HCC	Ongoing
	Gather stories	Ongoing
	Distribute every six months	Ongoing
17. Training and Education	Coordinate training	Ongoing
	Design a needs assessment – HSEEP Training and Exercise Planning Workshop	11/30/2017
	Conduct a needs assessment – HSEEP Training and Exercise Planning Workshop	11/30/2018
	Evaluate potential emerging health threats	Ongoing
	Arrange for CEUs, as appropriate	Ongoing

- 3.2. The Contractor shall submit a final work plan with updated Anticipated Completion Dates to the Department for approval no later than ten (10) days after the contract effective date.



Exhibit A

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**4. Financial Management Services**

- 4.1. The Contractor shall perform financial management services as the administrative lead organization (ALO) for the HCC.
- 4.2. The Contractor shall manage funds for this contract as well as other potential sources of future funds. The Contractor shall:
  - 4.2.1. Act as a fiscal agent for the HCC for the receipt and distribution of:
    - 4.2.1.1. State contract funds.
    - 4.2.1.2. Member fees and donations.
    - 4.2.1.3. Income from training programs and conferences.
    - 4.2.1.4. Funding from other public and private sources.
  - 4.2.2. Develop annual budgets for approval by the HCC leadership team and the Department.
  - 4.2.3. Execute sub-contracts with a vendor identified by the Department to procure a Healthcare Incident Management System that provides a situational awareness and information management platform.
  - 4.2.4. Execute sub-contracts with vendors to procure other goods and services.
  - 4.2.5. Assist the Department with the necessary data or documentation of coalition activities in order to prepare applications for federal funds.
  - 4.2.6. Document in-kind support to the HCC and cost-sharing for activities using more than one source of funds that meet ASPR requirements.

**5. Administrative Management Services**

- 5.1. The Contractor shall perform administrative management services as the ALO for the HCC.
- 5.2. The Contractor shall conduct administrative services that include, but are not limited to:
  - 5.2.1. Providing strategic direction and leadership to develop a meeting schedule and work plan for the leadership team and committees.
  - 5.2.2. Preparing and distributing meeting notices, agendas, minutes and special correspondence for the leadership team and committees.
  - 5.2.3. Attending regular meetings, as requested, with Department staff to review progress toward meeting contract deliverables.
  - 5.2.4. Coordinating logistics for all meetings of the leadership team, committees, training, and educational programs and conferences, which includes but is not limited to:
    - 5.2.4.1. All planning.



Exhibit A

- 5.2.4.2. Securing facilities.
- 5.2.4.3. Identifying and securing speakers and exhibitors.
- 5.2.4.4. Developing, receiving and processing registrations.
- 5.2.4.5. Managing registrant check in.
- 5.2.4.6. Creating and providing agendas.
- 5.2.4.7. Recording minutes.
- 5.2.4.8. Marketing of events
- 5.2.4.9. Onsite organization of event(s).
- 5.2.4.10. Developing distributing, collecting, analyzing and reporting on event evaluation forms.
- 5.2.4.11. Acting as fiscal agent, as appropriate, for the planned event.
- 5.2.5. Collecting information from HCC members and preparing materials to assist the Department in completing all reports required by ASPR including information about in-kind and leveraged funds;
- 5.2.6. Collecting, analyzing and reporting data to assist the Department to report on the annual HCC performance measures Section 8, Performance Measures.
- 5.2.7. Writing and providing assistance to HCC members to secure grants and other resources for the HCC.

**6. Staffing**

- 6.1. The Contractor shall ensure staff attends pertinent technical assistance sessions, progress reviews and conference calls with the Department, as appropriate.
- 6.2. The Contractor shall maintain a level of staffing necessary to perform all the functions, requirements, roles, and duties specified in Exhibit A, Scope of Services, in a timely fashion.
- 6.3. The Contractor shall maintain employee documentation that ensures each employee has the appropriate:
  - 6.3.1. Training.
  - 6.3.2. Education.
  - 6.3.3. Experience.
  - 6.3.4. Job orientation to fulfill the requirements of the positions in which they are hired.
- 6.4. The Contractor shall ensure the HCC Director is responsible for the development and implementation of the HCC for the purposes of emergency



Exhibit A

preparedness planning, response and recovery with essential duties that include, but are not limited to:

- 6.4.1. Providing strategic direction and leadership to the HCC.
  - 6.4.2. Supervising the HCC Program Coordinator.
  - 6.4.3. Recruiting and retaining HCC membership.
  - 6.4.4. Developing contracts with subcontractors/vendors, as needed.
  - 6.4.5. Monitoring implementation of the new HCC contract, which includes, but is not limited to, remaining current on all federal and state requirements for the HCC.
  - 6.4.6. Managing all administrative tasks related to the HCC project, including but not limited to, internal and external financial and program reporting requirements.
  - 6.4.7. Providing technical assistance to HCC members.
  - 6.4.8. Establishing and maintaining timely communication and education with all project stakeholders.
  - 6.4.9. Other duties as specified.
- 6.5. The Contractor shall ensure the HCC Program Coordinator reports directly to the HCC Director with responsibility for supporting the development and implementation of the HCC with essential duties that include, but are not limited to:
- 6.5.1. Providing technical assistance to HCC members.
  - 6.5.2. Working with the HCC Director to monitor implementation of the HCC contract, which includes but is not limited to, remaining current on all federal and state requirements for the HCC.
  - 6.5.3. Reviewing training needs of HCC members and developing strategies to meet training requirements.
  - 6.5.4. Maintaining accurate and current contact information for HCC membership.
  - 6.5.5. Preparing and distributing meeting announcements, agendas, minutes and correspondence for a variety of groups and subcommittees, as needed.
  - 6.5.6. Managing all administrative tasks related to the HCC, including but not limited to internal and external financial and program reporting requirements.
  - 6.5.7. Establishing and maintain timely communication and education with all project stakeholders, including newsletters and other information that must be disseminated.



Exhibit A

**7. Reporting**

- 7.1. The Contractor shall submit semi-annual progress reports using a Department-provided template.
- 7.2. The Contractor shall submit documentation of in-kind support provided by HCC members to the Department in a manner that meets ASPR requirements.
- 7.3. The Contractor shall provide documentation of cost-sharing for activities using more than one source of funds.
- 7.4. The Contractor shall submit reports from gathered data in order to meet ASPR reporting requirements, as determined by the Department.

**8. Performance Measures**

- 8.1. The Contractor shall meet or exceed performance measures and/or deliverables as indicated in Table 8.1.1, Federal Health Care Coalition SFY 2018 Performance Measures, below

Table 8.1.1 Federal Health Care Coalition SFY 2018 Performance Measures

Performance Measure (PM) Number	Performance Measure Text
4	Percent of HCCs that have a complete Preparedness Plan. (year 1)
5	Percent of HCCs that have a complete Response Plan. (year 2)
9	Percent of HCCs engaged in their awardee's jurisdictional risk assessment.
10	Percent of HCC member organizations participating in the table top portion during the first 90 minutes of the Coalition Surge Test exercise.
11	Percent of HCC member organizations and their executives participating in a post Coalition Surge Test exercise lessons-learned event (facilitated discussion, hotwash) during the last 2.5 hours of the exercise.
13	Time [in minutes] for evacuating facilities in the HCC to report the total number of evacuating patients.
14	Time [in minutes] for receiving facilities in the HCC to report the total number of beds available to receive patients.
15	Time [in minutes] for the HCCs to identify a clinically appropriate and available transportation asset for each evacuating patient.

ASJ

8/7/2017



Exhibit A

16	Percent of HCCs that have exercised their redundant communications plans and systems and platforms at least biannually.
17	Percent of HCC member organizations that responded during a communications drill by system and platform type used.
18	Percent of patients discharged to home from evacuating facilities in 90 minutes.
19	Percent of patients needing to be evacuated to another health care facility with a bed identified at a receiving facility in 90 minutes.
20	Percent of patients with clinically appropriate transportation needs identified in 90 minutes.
21	Percent of HCCs where areas for improvement have been identified from exercises or real-world events and <u>the preparedness strategy has been revised</u> to reflect improvements.
1	Percent of funding each HCC receives from the awardee, other federal sources, and other non-federal sources
12	Percent of HCC member organizations that have shared lessons learned from facility level drills or exercises with the HCC
3	Percent participation rate of HCC core (acute care Hospitals, EMS, Emergency Management, Public Health) and additional member organizations by member type
6	Percent of awardees and HCCs that <u>obtain de-identified data from emPOWER</u> at least once per quarter to identify populations with access and functional needs for planning purposes.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from the US Centers for Disease Control and Prevention, TP12-1201 HPP and PHEP Cooperative Agreements, Catalog of Federal Domestic Assistance, CFDA #93.074, Federal Award Identification Number (FAIN), U90TP000535.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual costs incurred in accordance with the approved budget line items in Exhibit B-1 and Exhibit B-2.
  - 4.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The invoice must be on the Contractor's letterhead, be completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov), or invoices may be mailed to:

Financial Administrator  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301
7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



Exhibit B-1, Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Foundation for Healthy Communities

Budget Request for: Health Care Coalition for Emergency Preparedness, Response and Recovery (RFP-2016-OPHS-09-HEALT)

Budget Period: State Fiscal Year 2016

Line Item	119,583.00	50,167.00	119,583.00	50,167.00	119,583.00	50,167.00	119,583.00	50,167.00
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$
9. Software	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	\$	\$	\$
- Accounting and Financial Management support	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$

Indirect As A Percent of Direct 0.0%

total

Contractor Initials: ASJ  
Date: 8/7/2017





**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to





Exhibit C-1

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having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



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

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

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

Contractor Name:  
Foundation for Healthy Communities

August 7, 2017  
Date

Anne S. Tiefendorf  
Name: Anne S. Tiefendorf  
Title: Acting Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

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

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

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

Contractor Name: Foundation for Healthy Communities

Anne S. Dieffendau  
Name: Anne Dieffendau  
Title: Acting Executive Director

August 7, 2017  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Foundation for Healthy Communities

August 7, 2017  
Date

Anne Diefendorf  
Name: Anne Diefendorf  
Title: Acting Executive Director



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

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

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

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

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

Exhibit G

Contractor Initials

RSO

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

5/7/2017

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

August 7, 2017  
Date

Anne Diefendorf  
Name: Anne Diefendorf  
Title: Acting Executive Director

Exhibit G

Contractor Initials

AD

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

Date

8/7/17





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

August 7, 2017  
Date

Anne Diefendorf  
Name: Anne Diefendorf  
Title: Acting Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

*Lisa Morris*  
Signature of Authorized Representative

LISA MORRIS  
Name of Authorized Representative

Director, DPHS  
Title of Authorized Representative

8/21/17  
Date

Foundation for Healthy Communities  
Name of the Contractor

*Anne S. Diefendorf*  
Signature of Authorized Representative

Anne Diefendorf  
Name of Authorized Representative

Acting Executive Director  
Title of Authorized Representative

August 7, 2017  
Date



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

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

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:  
*Foundation for Healthy Communities*

August 7, 2017  
Date

Anne S. Diefendorf  
Name: Anne Diefendorf  
Title: Acting Executive Director





**FORM A**

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

1. The DUNS number for your entity is: 615335283
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.  
Breach notifications will be sent to the following email addresses:
      - 2.6.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

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



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 63943



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of May A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



Foundation for  
Healthy Communities

**CERTIFICATE OF VOTE/AUTHORITY**

I, Mary DeVeau, of the Foundation for Healthy Communities, do hereby certify that:

1. I am the duly elected Chair of the Foundation for Healthy Communities;
2. The following are true copies of two resolutions duly adopted by action of unanimous consent of the Board of Directors of the Foundation Healthy Communities, duly adopted on April 13, 2017;

RESOLVED: That this corporation, the Foundation for Healthy Communities, enters into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Acting Executive Director or the Secretary / Treasurer for the Foundation for Healthy Communities are hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Anne Diefendorf is the duly appointed Acting Executive Director and Stephen Ahnen is the duly appointed Secretary/Treasurer of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 13, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Foundation for Healthy Communities this 13<sup>th</sup> day of April, 2017.

Mary DeVeau  
Mary DeVeau, Chair

STATE OF NH  
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 13th day of April 2017 by Mary DeVeau.

Yvonne M. Cremer  
Notary Public/Justice of the Peace  
My Commission Expires: June 5, 2018





Foundation for  
Healthy Communities

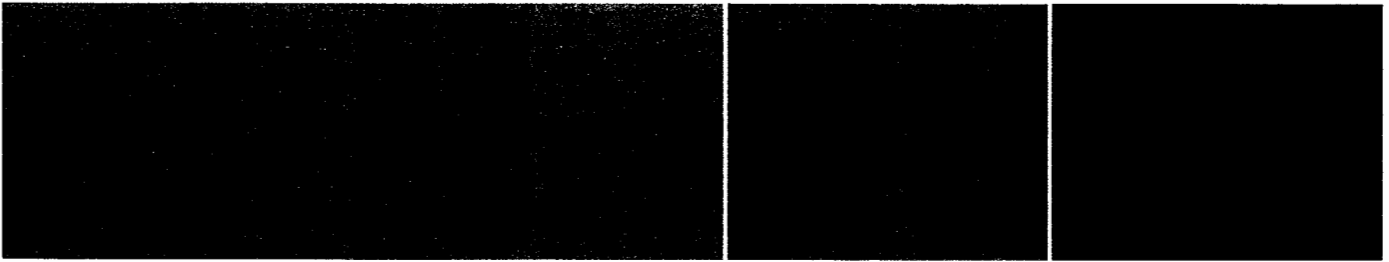
**VISION:** Residents of New Hampshire achieve their highest potential for health and well-being in the communities where they live, work, learn, and play.

**VALUES:** Respect  
Integrity  
Excellence  
Innovation  
Engagement  
Equity  
Continuous Learning

**MISSION:** Improve health and health care in communities through partnerships that engage individuals and organizations.

**KEY OBJECTIVES:**

- Improve health by promoting innovative, high value quality practices within organizations and communities.
- Lead change strategies that educate, create and sustain healthier communities and make the healthy choice the easy choice.
- Work to promote access to affordable health care and resources that supports the well-being of all people.



Foundation *for*  
Healthy Communities

**FINANCIAL STATEMENTS**

**December 31, 2016 and 2015**

**With Independent Auditor's Report**







## INDEPENDENT AUDITOR'S REPORT

Board of Trustees  
Foundation for Healthy Communities

We have audited the accompanying financial statements of Foundation for Healthy Communities (the Foundation), which comprise the statements of financial position as of December 31, 2016 and 2015, and the related statements of activities and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Foundation's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
June 8, 2017

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Statements of Financial Position**

**December 31, 2016 and 2015**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 640,669	\$ 564,698
Accounts receivable	609,091	968,845
Due from affiliate	90,780	60,520
Prepaid expenses	<u>7,116</u>	<u>5,170</u>
Total current assets	<u>1,347,656</u>	<u>1,599,233</u>
Investments	<u>676,374</u>	<u>633,288</u>
Property and equipment		
Leasehold improvements	1,118	1,118
Equipment and furniture	<u>147,427</u>	<u>136,010</u>
	<u>148,545</u>	137,128
Less accumulated depreciation	<u>136,164</u>	<u>132,435</u>
Property and equipment, net	<u>12,381</u>	<u>4,693</u>
Total assets	<u>\$ 2,036,411</u>	<u>\$ 2,237,214</u>

**LIABILITIES AND NET ASSETS**

Current liabilities and total liabilities		
Accounts payable	\$ 102,692	\$ 200,707
Accrued payroll and related amounts	48,839	52,334
Due to affiliate	45,600	47,313
Deferred revenue	<u>19,910</u>	<u>74,754</u>
Total current liabilities and total liabilities	<u>217,041</u>	<u>375,108</u>
Net assets		
Unrestricted		
Operating	757,570	587,728
Internally designated	<u>136,567</u>	<u>-</u>
Total unrestricted	<u>894,137</u>	<u>587,728</u>
Temporarily restricted	<u>925,233</u>	<u>1,274,378</u>
Total net assets	<u>1,819,370</u>	<u>1,862,106</u>
Total liabilities and net assets	<u>\$ 2,036,411</u>	<u>\$ 2,237,214</u>

---

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

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Statement of Activities and Changes in Net Assets**

**Year Ended December 31, 2016**

	Unrestricted			Temporarily Restricted	Total
	Operating	Internally Designated	Total		
Revenues					
Foundation support	\$ 363,120	\$ -	\$ 363,120	\$ -	\$ 363,120
Program revenue	1,282,103	-	1,282,103	-	1,282,103
Seminars, meetings, and workshops	199,065	-	199,065	-	199,065
Interest and dividend income	16,437	-	16,437	-	16,437
Grant revenue	-	-	-	813,575	813,575
Net assets released from restrictions	<u>1,026,153</u>	<u>136,567</u>	<u>1,162,720</u>	<u>(1,162,720)</u>	<u>-</u>
Total revenues	<u>2,886,878</u>	<u>136,567</u>	<u>3,023,445</u>	<u>(349,145)</u>	<u>2,674,300</u>
Expenses					
Salaries and related payroll expenses	1,307,378	-	1,307,378	-	1,307,378
Other operating	135,409	-	135,409	-	135,409
Program expenses	1,131,898	-	1,131,898	-	1,131,898
Seminars, meetings, and workshops	188,877	-	188,877	-	188,877
Depreciation	<u>3,729</u>	<u>-</u>	<u>3,729</u>	<u>-</u>	<u>3,729</u>
Total expenses	<u>2,767,291</u>	<u>-</u>	<u>2,767,291</u>	<u>-</u>	<u>2,767,291</u>
Change in net assets from operations	119,587	136,567	256,154	(349,145)	(92,991)
Net realized and unrealized gain on investments	<u>50,255</u>	<u>-</u>	<u>50,255</u>	<u>-</u>	<u>50,255</u>
Total change in net assets	169,842	136,567	306,409	(349,145)	(42,736)
Net assets, beginning of year	<u>587,728</u>	<u>-</u>	<u>587,728</u>	<u>1,274,378</u>	<u>1,862,106</u>
Net assets, end of year	<u>\$ 757,570</u>	<u>\$ 136,567</u>	<u>\$ 894,137</u>	<u>\$ 925,233</u>	<u>\$1,819,370</u>

---

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

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Statement of Activities and Changes in Net Assets**

**Year Ended December 31, 2015**

	Unrestricted			Temporarily Restricted	Total
	Operating	Internally Designated	Total		
<b>Revenues</b>					
Foundation support	\$ 363,120	\$ -	\$ 363,120	\$ -	\$ 363,120
Program revenue	2,157,630	-	2,157,630	-	2,157,630
Seminars, meetings, and workshops	216,231	-	216,231	-	216,231
Interest and dividend income	15,275	-	15,275	-	15,275
Grant revenue	-	-	-	1,223,908	1,223,908
Net assets released from restrictions	<u>1,189,189</u>	<u>-</u>	<u>1,189,189</u>	<u>(1,189,189)</u>	<u>-</u>
Total revenues	<u>3,941,445</u>	<u>-</u>	<u>3,941,445</u>	<u>34,719</u>	<u>3,976,164</u>
<b>Expenses</b>					
Salaries and related payroll expenses	1,354,564	-	1,354,564	-	1,354,564
Other operating	152,895	-	152,895	-	152,895
Program expenses	2,218,758	-	2,218,758	-	2,218,758
Seminars, meetings, and workshops	172,200	-	172,200	-	172,200
Depreciation	<u>2,788</u>	<u>-</u>	<u>2,788</u>	<u>-</u>	<u>2,788</u>
Total expenses	<u>3,901,205</u>	<u>-</u>	<u>3,901,205</u>	<u>-</u>	<u>3,901,205</u>
Change in net assets from operations	40,240	-	40,240	34,719	74,959
Net realized and unrealized loss on investments	<u>(27,553)</u>	<u>-</u>	<u>(27,553)</u>	<u>-</u>	<u>(27,553)</u>
Total change in net assets	12,687	-	12,687	34,719	47,406
Net assets, beginning of year	<u>575,041</u>	<u>-</u>	<u>575,041</u>	<u>1,239,659</u>	<u>1,814,700</u>
Net assets, end of year	<u>\$ 587,728</u>	<u>\$ -</u>	<u>\$ 587,728</u>	<u>\$ 1,274,378</u>	<u>\$ 1,862,106</u>

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

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Statements of Cash Flows**

**Years Ended December 31, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ (42,736)	\$ 47,406
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	3,729	2,788
Net realized and unrealized (gain) loss on investments	(50,255)	27,553
(Increase) decrease in		
Accounts receivable	359,754	(181,730)
Prepaid expenses	(1,946)	(914)
Increase (decrease) in		
Accounts payable	(98,015)	(32,068)
Accrued payroll and related amounts	(3,495)	761
Due to/from affiliates	(31,973)	28,383
Deferred revenue	<u>(54,844)</u>	<u>(131,182)</u>
Net cash provided (used) by operating activities	<u>80,219</u>	<u>(239,003)</u>
Cash flows from investing activities		
Acquisition of equipment	(11,417)	-
Purchases of investments	(58,317)	(261,596)
Proceeds from sale of investments	<u>65,486</u>	<u>248,811</u>
Net cash used by investing activities	<u>(4,248)</u>	<u>(12,785)</u>
Net increase (decrease) in cash and cash equivalents	75,971	(251,788)
Cash and cash equivalents, beginning of year	<u>564,698</u>	<u>816,486</u>
Cash and cash equivalents, end of year	<u>\$ 640,669</u>	<u>\$ 564,698</u>

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

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2016 and 2015

### Organization

Foundation for Healthy Communities (the Foundation) was organized to conduct various activities relating to healthcare delivery process improvement, health policy, and the creation of healthy communities. The Foundation is controlled by New Hampshire Hospital Association (the Association) whose purpose is to assist its members in improving the health status of the people receiving healthcare in New Hampshire.

### 1. Summary of Significant Accounting Policies

#### Use of Estimates

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

#### Cash and Cash Equivalents

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

#### Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management believes all accounts receivable are collectible. Credit is extended without collateral.

#### Investments

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

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

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2016 and 2015

### **Property and Equipment**

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful lives of each class of depreciable asset and is computed using the straight-line method.

### **Employee Fringe Benefits**

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

### **Revenue Recognition**

Grants awarded in advance of expenditures are reported as temporarily restricted support if they are received with stipulations that limit the use of the grant funds. When a grant restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, temporarily restricted net assets are reclassified to operating unrestricted net assets and reported in the statements of activities as "net assets released from restrictions". If there are unused grant funds at the time the grant restrictions expire, management seeks authorization from the grantor to retain the unused grant funds to be used for other unspecified projects. If the Foundation receives authorization from the grantor, then the Board of Trustees or management internally designates the use of those funds for future projects. These amounts are reclassified from temporarily restricted net assets to internally designated unrestricted net assets and reported in the statements of activities and changes in net assets as "net assets released from restrictions."

Grant funds conditional upon submission of documentation of qualifying expenditures or matching requirements are deemed to be earned and reported as revenues when the Foundation has met the grant conditions.

The amount of such funds the Foundation will ultimately receive depends on the actual scope of each program, as well as the availability of funds and, accordingly, is not reasonably determinable. The ultimate disposition of grant funds is subject to audit by the awarding agencies.

Resources received from service beneficiaries for specific projects, programs, or activities that have not yet taken place are recognized as deferred revenue to the extent that the earnings process has not been completed.

Contributions of long-lived assets are reported as unrestricted support unless donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long these long-lived assets must be maintained, the Foundation reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2016 and 2015

### Change in Net Assets from Operations

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

### Income Taxes

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

### Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Foundation has considered transactions or events occurring through June 8, 2017, which was the date that the financial statements were available to be issued.

## 2. Investments

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

	<u>2016</u>	<u>2015</u>
Marketable equity securities	\$ 265,675	\$ 152,612
Mutual funds	<u>410,699</u>	<u>480,676</u>
	<u>\$ 676,374</u>	<u>\$ 633,288</u>

## 3. Temporarily Restricted Net Assets

Temporarily restricted net assets of \$925,233 and \$1,274,378 consisted of specific grant programs as of December 31, 2016 and 2015, respectively. The grant programs relate primarily to improvements to access and the delivery of healthcare services as well as support for the production and distribution of educational materials.

## 4. Conditional Promise to Give

During 2016, the Foundation was awarded a grant from the State of New Hampshire in an amount not to exceed \$1,800,000 to facilitate the expansion of New Hampshire's addiction identification and overdose prevention activities. Receipt of the grant and recognition of the related revenue is conditional upon incurring qualifying expenditures.



# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2016 and 2015

### 5. Related Party Transactions

The Foundation leases space from the Association. Rental expense under this lease for the years ended December 31, 2016 and 2015 was \$49,503 and \$55,833, respectively.

The Association provides various accounting, public relation and janitorial services to the Foundation. The amount expensed for these services in 2016 and 2015 was \$146,108 and \$86,252, respectively. In addition, the Association bills the Foundation for its allocation of shared costs. As of December 31, 2016 and 2015, the Foundation owed the Association \$45,600 and \$47,313, respectively, for services and products provided by the Association.

The Association owed the Foundation \$90,780 and \$60,520 as of December 31, 2016 and 2015, respectively, for support allocated to the Foundation. For the years ended December 31, 2016 and 2015, the Foundation received support from the Association in the amount of \$363,120.

### 6. Retirement Plan

The Foundation participates in the Association's 401(k) profit-sharing plan, which covers substantially all employees and allows for employee contributions of up to the maximum allowed under Internal Revenue Service regulations. Employer contributions are discretionary and are determined annually by the Foundation. Retirement plan expense for 2016 and 2015 was \$50,493 and \$47,796, respectively.

### 7. Functional Expenses

Expenses related to services provided for the public interest are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 2,586,356	\$ 3,777,072
General and administrative	<u>180,935</u>	<u>124,133</u>
	<u>\$ 2,767,291</u>	<u>\$ 3,901,205</u>

### 8. Concentrations of Credit Risk

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

### 9. Fair Value Measurement

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

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2016 and 2015

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

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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



Foundation for  
Healthy Communities

## 2017 - BOARD OF TRUSTEES

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William Brewster, MD, FACP	Vice President, New Hampshire Market, Harvard Pilgrim Health Care, Manchester
Scott Colby	President, Upper Connecticut Valley Hospital, Colebrook
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Corin Dechirico, DO	Associate Chief Medical Officer, Southern NH Medical Center, Nashua
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Kris Hering	Chief Nursing Officer, Spears Memorial Hospital, Plymouth
Scott McKinnon ( <i>Immediate Past Chair</i> )	President/CEO, Memorial Hospital, North Conway
Elizabeth Merry	Trustee, LRGHealthcare, Laconia
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Jeanne Ryer	Director, NH Citizens Health Initiative/University of New Hampshire, Concord
Keith Shute, MD	Chief Medical Officer & Senior Vice President, Androscoggin Valley Hospital, Berlin
Helen Taft	Executive Director, Families First, Portsmouth
Trinidad Tellez, MD	Director, Office of Health Equity, NH Dept. of Health and Human Services
Gregory Walker	President & CEO, Wentworth-Douglas Hospital, Dover
Warren West	CEO, Littleton Regional Healthcare
Keith Weston, Jr, MD	Associate Medical Director, Anthem BCBS, Manchester

**Foundation for Healthy Communities**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TBD	HCC Director	TBD	100%	100%
TBD	HCC Program Director	TBD	100%	100%
		\$119,583 Total		