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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
 Commissioner

Patricia M. Tilley
 Director

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June 15, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with the Foundation for Healthy Communities (VC# 154533-B001), Concord, NH, in the amount of \$3,523,436 to serve as the Administrative Lead Organization of the statewide Health Care Coalition for Emergency Preparedness, Response and Recovery, which functions as a single, statewide coalition to support healthcare entities and their private partners to prepare for, mitigate, respond to and recover from all hazards, emergencies and disasters, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-903510-11130000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS AND RESPONSE, HOSPITAL PREPAREDNESS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	90077700	\$615,000
2024	102-500731	Contracts for Prog Svc	90077700	\$615,000
			<i>Subtotal</i>	\$1,230,000

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05-95-90-903010-26430000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ARP ELC STRIKE TM PROJ

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	90183556	\$1,170,950
2023	102-500731	Contracts for Prog Svc	90183557	\$1,122,486
			<i>Subtotal</i>	\$2,293,436
			TOTAL	\$3,523,436

EXPLANATION

The purpose of this request is for the Contractor to manage the statewide Health Care Coalition (HCC), which includes members from across the health care spectrum, including hospitals and hospital-based health systems, emergency medical services, long-term care facilities, primary care and specialty practices, behavioral and substance use disorders providers, state and local emergency management, and public health officials.

The Health Care Coalition enhances the healthcare sector's ability to effectively prepare for, respond to, and recover from emergencies. The Coalition provides training and technical assistance to its members and is integral to the Department's capability to coordinate the health care system during emergencies. The Coalition's activities allow the State to meet federal funding requirements related to health care sector preparedness. Additionally, the Health Care Coalition provides infection prevention technical assistance to Skilled Nursing Facilities and Non-Skilled Nursing Facilities as requested or in response to a COVID-19 outbreak.

The Department will monitor Contractor services through:

- Monthly time study reports, including time spent on each project and by facility type.
- Performance measures, as required by Assistant Secretary for Preparedness and Response (ASPR).

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from April 25, 2022 through May 23, 2022. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, health care coalition activities in the state will not continue, which would compromise the ability of the Department to respond to healthcare emergencies. In addition, the Department's inability to meet ASPR grant requirements would jeopardize federal funding for healthcare preparedness.

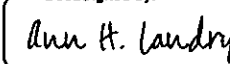
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Area served: Statewide

Sources of Federal Funds: Assistance Listing Number (ALN) #93.889, FAIN U3REP190580, and ALN #93.323, FAIN NU50CK000522.

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

Respectfully submitted,

DocuSigned by:

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Lori A. Shibinette
Commissioner

**New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet**

Project ID # RFA-2023-DPHS-01-HEALT

Project Title Administrative Lead Organization for Emergency Preparedness,
 Response and Recovery Health Care Coalition

	Maximum Points Available	Foundation for Healthy Communities (FHC)	Innovative Emergency Management, Inc. (IEM)	JSI Research and Training Institute, Inc. (JSI)
Technical				
Ability Q1	100	90	65	80
Knowledge Q2	75	68	40	65
Experience Q3	75	70	40	60
Capacity Q4	50	40	30	40
TOTAL POINTS	300	268	175	245

Reviewer Name

Title

1 Stephanie Locke

Bureau Chief

2 Ryan Tannian

Preparedness Section Chief

3 Karen Hammond

Finance Administrator

4 Darlene Cray

Program Specialist IV

Subject: Administrative Lead Organization for Emergency Preparedness, Response and Recovery Health Care Coalition (RFA-2023-DPHS-01-HEALT-01)

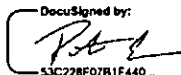
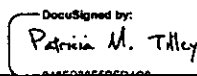
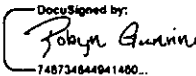
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Foundation for Healthy Communities		1.4 Contractor Address 125 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number 603-415-4270	1.6 Account Number 05-95-90-903510-1113 05-95-90-903010-2643	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$3,523,436
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  DocuSigned by: 53C228F07B1F440... Date: 6/14/2022		1.12 Name and Title of Contractor Signatory Peter Ames Executive Director	
1.13 State Agency Signature  DocuSigned by: 643F090F50FD409... Date: 6/14/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  DocuSigned by: 748734844941480... On: 6/15/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response and
Recovery Health Care Coalition

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response and
Recovery Health Care Coalition**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.
- 1.2. The Contractor shall serve as the Administrative Lead Organization (ALO) to oversee the statewide Health Care Coalition (HCC), which includes members from across the health care spectrum, including, but not limited to:
 - 1.2.1. Hospitals and hospital-based health systems.
 - 1.2.2. Emergency medical services.
 - 1.2.3. Long-term care facilities.
 - 1.2.4. Primary care and specialty practices.
 - 1.2.5. Behavioral and substance use disorders providers.
 - 1.2.6. State and local emergency management.
 - 1.2.7. Public health officials.
- 1.3. The Contractor shall conduct activities to improve the HCC's ability to perform the four (4) healthcare preparedness and response capabilities in accordance with the Hazard Vulnerability Analysis (HVA) referenced in Subparagraph 1.6.4 and the 2017-2022 Health Care Preparedness and Response Capabilities Planning Guide (CPG) self-assessment, which include:
 - 1.3.1. Foundation for Health Care and Medical Readiness, including:
 - 1.3.1.1. Maintaining a sustainable HCC that ensures the community's health care organizations and other stakeholders are coordinated in order to:
 - 1.3.1.1.1. Identify hazards, risks, and needs.
 - 1.3.1.1.2. Prioritize and address gaps through planning, training, exercising and managing resources.
 - 1.3.1.1.3. Coordinate training and exercises, and procure resources, as needed and approved by the Department, to increase and maintain healthcare system readiness for high-threat infectious diseases.
 - 1.3.2. Health Care and Medical Response Coordination, including:
 - 1.3.2.1. Collaborating with and assisting the HCC health care organizations, and integrating activities with the Emergency Support Function 8 (ESF-8) – Health & Medical to promote:
 - 1.3.2.1.1. Sharing and analyzing of information.

**New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response and
Recovery Health Care Coalition**

EXHIBIT B

- 1.3.2.1.2. Managing and sharing of resources.
- 1.3.2.1.3. Coordinating strategies to deliver medical care to all populations during emergencies and planned events.
- 1.3.3. Continuity of Health Care Service Delivery, including supporting health care organizations with:
 - 1.3.3.1. Providing uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure.
 - 1.3.3.2. Training and equipping health care workers to care for patients during emergencies.
 - 1.3.3.3. Returning to normal or improved operations following response and recovery operations.
- 1.3.4. Medical Surge support, including:
 - 1.3.4.1. Assisting health care organizations with delivering timely and efficient care to patients when demands for health care services exceed available supply by:
 - 1.3.4.1.1. Coordinating information and available resources in order for members to maintain conventional surge response.
 - 1.3.4.1.2. Incorporating medical surge planning into health care delivery systems, Emergency Medical Services (EMS), and HCC Emergency Operations Plans (EOPs); and
 - 1.3.4.1.3. Supporting the health care delivery system transition back to timely conventional standards of care following an emergency.

1.4. HCC Governance and Administration

- 1.4.1. The Contractor shall maintain a core HCC membership of health care organizations as specified in Subsection 1.2 above.
- 1.4.2. The Contractor shall ensure the HCC has a Leadership Team that broadly represents the state's health care system partners, and must consist of diverse organizations within the coalition so that one type of organization does not unduly or unfairly influence coalition objectives and deliverables, including:
 - 1.4.2.1. Hospitals;
 - 1.4.2.2. Emergency Medical Services;
 - 1.4.2.3. Emergency Management; and
 - 1.4.2.4. Public Health Agencies.

**New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response and
Recovery Health Care Coalition**

EXHIBIT B

- 1.4.3. The Contractor may choose to add additional health care-related organizations to the Leadership Team or change the representation of the Leadership Team.
- 1.4.4. The Contractor shall work with the Leadership Team to prioritize, identify and recruit additional HCC members, which may include:
 - 1.4.4.1. Outpatient care centers.
 - 1.4.4.2. Specialty care centers.
 - 1.4.4.3. Long-term care facilities or organizations.
 - 1.4.4.4. Additional functional entities that support acute healthcare service delivery, which may include:
 - 1.4.4.4.1. Medical supply chain organizations.
 - 1.4.4.4.2. Pharmacies.
 - 1.4.4.4.3. Blood banks.
 - 1.4.4.4.4. Clinical laboratories.
 - 1.4.4.4.5. Federal health care organizations.
- 1.4.5. The Contractor shall assess the need for and conduct, as appropriate, the following planning activities with the HCC Leadership Team:
 - 1.4.5.1. Strategic planning;
 - 1.4.5.2. Gap analysis;
 - 1.4.5.3. Operational planning;
 - 1.4.5.4. Information sharing;
 - 1.4.5.5. Resource assessment; and
 - 1.4.5.6. Collection of HCC member contact information, including:
 - 1.4.5.6.1. Reviewing and updating HCC member contact information on a quarterly basis.
 - 1.4.5.6.2. Distributing contact information to HCC members and partners, as appropriate.
 - 1.4.5.6.3. Requesting all HCC members to sign a Letter of Commitment and Participation upon recruitment into the HCC.
- 1.4.6. The Contractor shall:
 - 1.4.6.1. Maintain an HCC website, which shall include a membership inquiry link.


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- 1.4.6.2. Schedule, plan, and conduct an annual statewide HCC conference and general meeting, as directed by the Department.
- 1.4.6.3. Prepare and distribute an HCC newsletter every six (6) months.
- 1.4.6.4. Provide HCC membership information in HCC newsletters and at HCC events.
- 1.4.7. The Contractor shall, as Administrative Lead Organization of the HCC, develop, maintain, and, as needed, modify an HCC governance structure and necessary processes and charters to execute activities related to health care delivery system readiness and coordination, which shall include, but is not limited to:
 - 1.4.7.1. Outlining how the HCC interfaces and coordinates with the ESF-8.
 - 1.4.7.2. Developing membership, leadership and voting structures.
 - 1.4.7.3. Establishing HCC rules and committees.
 - 1.4.7.4. Determining orders of succession and delegations of authority for leadership continuity.
 - 1.4.7.5. Continuity of Operations (COOP) planning.
- 1.4.8. The Contractor shall provide administrative management services to the HCC, which include:
 - 1.4.8.1. Developing a meeting schedule and work plan for the HCC leadership team and committees.
 - 1.4.8.2. Preparing and distributing HCC leadership team and committee meeting notices, agendas, minutes and special correspondence for the HCC leadership team and committees.
 - 1.4.8.3. Coordinating logistics for HCC leadership team and committee meetings, training and educational programs, and conferences described herein, which includes, but is not limited to:
 - 1.4.8.3.1. Planning.
 - 1.4.8.3.2. Securing facilities.
 - 1.4.8.3.3. Identifying and securing speakers.
 - 1.4.8.3.4. Developing, receiving, and processing registrations.
 - 1.4.8.3.5. Managing registrant check in.
 - 1.4.8.3.6. Creating and providing agendas.
 - 1.4.8.3.7. Recording minutes.
 - 1.4.8.3.8. Marketing events.

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- 1.4.8.3.9. Organizing event(s) onsite.
- 1.4.8.3.10. Developing, distributing, collecting, analyzing, and reporting on event evaluation forms.
- 1.4.9. The Contractor shall ensure HCC committee meeting discussion topics are focused on need, which may include, but is not limited to:
 - 1.4.9.1. Preparedness Planning.
 - 1.4.9.2. Functional Needs.
 - 1.4.9.3. Exercise Development and Planning Team(s).
 - 1.4.9.4. Resource Assessment.
 - 1.4.9.5. Response Structure.
 - 1.4.9.6. Information Sharing.
 - 1.4.9.7. Public Information.
 - 1.4.9.8. Clinical Engagement.
 - 1.4.9.9. Centers for Medicare & Medicaid Services (CMS) Rule Activities.
- 1.4.10. The Contractor shall assist HCC members with securing other resources for the HCC.
- 1.4.11. The Contractor shall identify one (1) partner hospital or healthcare organization to co-lead the HCC to assist and support the Contractor with the HCC Governance and Administration functions above.
- 1.5. HCC Work Plan**
 - 1.5.1. The Contractor shall develop a draft HCC Work Plan for the services in this RFA that must include, but is not limited to, anticipated completion dates, and submit the HCC Work Plan to the Department no later than 15 days after the Contract Effective Date.
 - 1.5.2. The Contractor shall, upon the Department receiving the annual award from ASPR, which may include new federal guidance, update the draft HCC Work Plan and anticipated completion dates accordingly utilizing the ASPR HCC Work Plan template to be provided by the Department and submit for final Department approval.
 - 1.5.3. Within 30 days of request by the Department, the Contractor shall upload the final HCC Work Plan, subject to Department approval, to ASPR's Coalition Assessment Tool (CAT).
- 1.6. Preparedness and Response Planning**
 - 1.6.1. The Contractor shall align HCC planning with ASPR guidance and Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations. 

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- 1.6.2. The Contractor shall review and update the HCC Preparedness Plan on an annual basis no later than June 30th of each year, which includes:
- 1.6.2.1. Ensuring updates meet all U.S. Department of Health and Human Services ASPR requirements.
 - 1.6.2.2. Incorporating information that supports and promotes the procurement of regional personal protective equipment (PPE) that meets ASPR requirements.
- 1.6.3. The Contractor shall review and update the HCC Response Plan on an annual basis no later than June 30th of each year. The Contractor shall:
- 1.6.3.1. Ensure updates meet all ASPR requirements and upload the Response Plan to the CAT;
 - 1.6.3.2. Develop an annex to the HCC Response Plan, as requested by the Department, and in accordance with ASPR guidance; and
 - 1.6.3.3. Integrate the Crisis Standards of Care Concept of Operations into the HCC Response Plan no later than June 30th, 2023.
- 1.6.4. The Contractor shall participate in the Department's risk planning efforts by:
- 1.6.4.1. Completing an annual HVA to identify risks and impacts and that meets ASPR requirements.
 - 1.6.4.2. Uploading the completed HVA to the CAT no later than June 30th of each year;
 - 1.6.4.3. Ensuring healthcare preparedness and response activities conducted under this Agreement address:
 - 1.6.4.3.1. A hazard or risk identified in the HVA;
 - 1.6.4.3.2. An identified gap; or
 - 1.6.4.3.3. An activity identified during a corrective action process.
- 1.6.5. The Contractor shall support the Department's volunteer management activities, which includes:
- 1.6.5.1. Ensuring HCC members work together to manage staffing resources, including volunteers, within hospitals and other health care settings, which may include:
 - 1.6.5.1.1. Identifying situations that would require supplemental staffing in hospitals and leverage existing hospital and health system staff sharing agreements and resources, to include volunteers.

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- 1.6.5.1.2. Assisting the Department in developing rapid credential verification processes to facilitate emergency response.
- 1.6.5.1.3. Assisting the Department with identifying and addressing, to the extent possible volunteer liability, licensure, workers compensation, scope of practice, and third-party reimbursement issues that may deter volunteer use.
- 1.6.5.1.4. Leveraging existing government and non-governmental volunteer registration programs to identify and staff health care-centric roles during acute care medical surge response events including, but not limited to, Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) and Medical Reserve Corps (MRC) personnel.
- 1.6.5.1.5. Incorporating the use of volunteers to support acute care medical surge response training, drills, and exercises throughout the term of this Agreement.

1.7. Resource Management and Information Sharing

1.7.1. The Contractor shall:

- 1.7.1.1. Update and maintain a resource inventory of items purchased with HPP federal funding that may be coordinated and shared in an emergency.
- 1.7.1.2. Query members promptly when requested by ESF-8 to ascertain resources available during an event or emergency.
- 1.7.1.3. Ensure the capability exists to track and share information with HCC members during emergencies.
- 1.7.1.4. Assist the Department in implementing and training HCC membership in the use of a Healthcare Incident Management System (HIMS).

- 1.7.2. The Contractor shall complete and upload ASPR's Essential Elements of Information (EEI) template to the CAT in accordance with ASPR requirements to be determined.

1.8. National Incident Management System (NIMS)

- 1.8.1. The Contractor shall promote and support the implementation of NIMS among HCC members, including:

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- 1.8.1.1. Facilitating operational coordination with public safety and emergency management organizations during an emergency using an incident command structure.
- 1.8.1.2. Assisting HCC members with incorporating NIMS components into their EOPs.
- 1.8.2. The Contractor shall ensure HCC leadership team members are trained on NIMS by:
 - 1.8.2.1. Evaluating HCC leadership team members' existing NIMS education levels and training needs.
 - 1.8.2.2. Providing all HCC members with links to Emergency Management Institute Independent Study courses.
 - 1.8.2.3. Disseminating information on local NIMS course offerings to all HCC members through newsletters and training updates, as appropriate.
 - 1.8.2.4. Recruiting up to nine (9) HCC members to attend the HCC Response Leadership Course, offered by the Center for Domestic Preparedness (CDP), as available, and submitting course applications to the CDP after review and approval by the Department. Participants from the HCC should include representatives from the following disciplines:
 - 1.8.2.4.1. Hospital Leaders (2 participants);
 - 1.8.2.4.2. Emergency Medical Services Leaders (2 participants);
 - 1.8.2.4.3. Emergency Management Leaders (2 participants);
 - 1.8.2.4.4. Public Health Agency Leaders (2 participants); and
 - 1.8.2.4.5. A leader representing any of the coalition's member organizations (1 participant); and
 - 1.8.2.4.6. At least one of the above nine (9) participants must be a nurse or physician.
- 1.8.3. The Contractor shall support the Health Care System's ability to establish immediate bed availability (IBA) of not less than 20%. The Contractor shall:
 - 1.8.3.1. Engage HCC members in evacuation, transportation and relocation planning and execution during exercises and real incidents.
 - 1.8.3.2. Ensure the Medical Response Surge Exercise (MRSE) meets ASPR requirements, including recruiting non-hospital partners to participate in the annual MRSE.

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- 1.8.3.3. Disseminate templates, guides, or other aids to enhance facility-level planning.
- 1.8.3.4. Assist in regional evacuation, transportation and relocation planning initiatives, as appropriate.
- 1.8.4. The Contractor shall:
 - 1.8.4.1. Participate in the Department's Training and Exercise Planning Workshop (TEPW) on an annual basis to develop a Homeland Security Exercise and Evaluation Program (HSEEP)-compliant Integrated Preparedness Plan (IPP), formerly referred to as a Multi-Year Training and Exercise Plan (MYTEP).
 - 1.8.4.2. Conduct additional exercises that may include, but are not limited to:
 - 1.8.4.2.1. One (1) discussion-based tabletop exercise to validate the Department's Burn Care Surge Annex.
 - 1.8.4.2.2. One (1) discussion-based tabletop exercise to validate the Department's Crisis Standards of Care Concept of Operations.
 - 1.8.4.2.3. One (1) discussion-based tabletop exercise to validate the Department's Infectious Disease Preparedness and Surge Annex.
 - 1.8.4.2.4. Two (2) communication drills scheduled at least six (6) months apart, as follows:
 - 1.8.4.2.4.1. Communication Drill #1, which must be completed no later than December 31st of each year; and
 - 1.8.4.2.4.2. Communication Drill #2, which must be completed no later than June 30th of each year.
 - 1.8.4.2.5. Other exercises, as requested by the Department, in accordance with ASPR guidelines.
- 1.8.5. The Contractor shall fully support the State Training and Exercise Program (STEP), which includes, but is not limited to:
 - 1.8.5.1. Distributing a State-generated training/needs assessment.
 - 1.8.5.2. Including the STEP link in newsletters and emails.
 - 1.8.5.3. Encouraging inclusion at HCC trainings and meetings.

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- 1.8.5.4. Ensuring individuals who participate in educational and training programs receive continuing education credits, when appropriate.
- 1.8.5.5. Educating stakeholders on the HCC.
- 1.8.5.6. Participating in STEP workgroups as requested by the Department.
- 1.8.6. The Contractor shall:
 - 1.8.6.1. Ensure the HCC assists in the dissemination and coordination of information sharing to HCC members and others, as directed by ESF-8.
 - 1.8.6.2. Support emergency public information coordination by:
 - 1.8.6.2.1. Supporting efforts to collect and disseminate emergency public information as requested by NH DHHS.
 - 1.8.6.2.2. Coordinating training or education in crisis and emergency risk communication as available.
 - 1.8.6.2.3. Promoting the use of the NIMS Joint Information System (JIS) or Center (JIC) during large-scale emergencies or incidents.
 - 1.8.6.2.4. Participating in current and future federal health care situational awareness initiatives.
 - 1.8.6.2.5. Providing Public Information Officer training, as needed, to HCC members who are designated to act in this capacity. Training must include Crisis and Emergency Risk Communications training.
 - 1.8.6.2.6. Engaging HCC members and facilitating interactions with ESF-8 and other response partners or activating during emergencies that have the potential to impact the health care delivery system or the public's health.
 - 1.8.6.2.7. Developing tools and offering technical assistance to members in order to improve emergency preparedness and meet federal preparedness requirements, which may include but is not limited to:
 - 1.8.6.2.7.1. Process flow.
 - 1.8.6.2.7.2. System Diagram Tools.
 - 1.8.6.2.7.3. Developing templates.
 - 1.8.6.2.8. Developing annual action plans with committees including background research on model practices in

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order to assist with the identification of strategic approaches to meet the ASPR capabilities.

1.8.7. The Contractor shall:

1.8.7.1. Participate in the development of after action report(s) and improvement plans in coordination with the Department in response to the COVID-19 pandemic that integrates at-risk populations.

1.8.7.2. Support the administration of the statewide Healthcare Information Management System (HIMS) by:

1.8.7.2.1. Maintaining State Administrator access to the statewide healthcare information management system (HIMS), which may include but is not limited to EMResource, eICS, EMSupply, EMTrack, and CORES Health Alert Network (HAN);

1.8.7.2.2. Providing technical assistance and training to HCC members on HIMS suite as needed and as appropriate; and

1.8.7.2.3. Supporting the implementation of the statewide HIMS suite of products in healthcare facilities and public health agencies, as appropriate.

1.8.8. The Contractor shall obtain de-identified data from the U.S. Department of Health and Human Services' emPOWER Program every six (6) months in order to identify populations with unique health care needs.

1.8.9. The Contractor shall provide financial management services to the HCC, which includes, but is not limited to:

1.8.9.1. Developing and submitting annual budgets for Department approval within 30 days of Department request.

1.8.9.2. Uploading a copy of the final HCC budget into the CAT and to the Department no later than 30 days after the Department receives the ASPR Notice of Federal Award.

1.8.9.3. Collecting the necessary data or documentation of coalition activities to assist the Department in preparing applications for federal funds.

1.8.9.4. Documenting in-kind support to the HCC and cost sharing for activities using more than one source of funds that meet ASPR requirements.

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- 1.8.9.5. Ensuring Hospital Preparedness Program (HPP) funding is utilized, in accordance with federal, state, and ASPR grant requirements, only for program purposes and allowable costs, which may include, but are not limited to:
 - 1.8.9.5.1. Personnel.
 - 1.8.9.5.2. Travel.
 - 1.8.9.5.3. Supplies.
 - 1.8.9.5.4. Services.
- 1.8.9.6. Ensuring HPP funding is not utilized for any non-allowable costs, in accordance with federal, state, and ASPR grant requirements.

1.9. Infection Control Prevention

- 1.9.1. The Contractor shall, in collaboration with the Department, develop a plan to provide infection prevention technical assistance and/or clinical support services during SARS–COV-2 outbreaks in healthcare facilities, which include:
 - 1.9.1.1. Long Term Care facilities, which include:
 - 1.9.1.1.1. Licensed long-term care facilities under CMS;
 - 1.9.1.1.2. Private Nursing Homes;
 - 1.9.1.1.3. Supported Residential Care;
 - 1.9.1.1.4. Residential Care;
 - 1.9.1.1.5. Long-Term Care Settings for Intellectually Disabled Adults; and
 - 1.9.1.1.6. Other Long-Term Care Settings as required.
 - 1.9.1.2. Skilled Nursing Facilities (SNF), which are defined as facilities that meet specific regulatory certification requirements under CMS and primarily provide inpatient skilled nursing care and related services to patients who require medical, nursing, or rehabilitative services but do not provide the level of care or treatment available in a hospital.
- 1.9.2. The Contractor shall develop and distribute an electronic Needs Assessment to HCC members to identify technology needs for communication and/or participation in Community of Practice Sessions and Infection Prevention Training. Technology needs to be assessed may include, but are not limited to:
 - 1.9.2.1. Computers on wheels.

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- 1.9.2.2. Laptops.
- 1.9.2.3. Tablets.
- 1.9.2.4. Communal Desktop Computers.
- 1.9.2.5. Other devices that can be used by multiple users within the Long Term Care setting.
- 1.9.3. The Contractor shall ensure completed Needs Assessments are returned electronically no later than September 30, 2022, or as otherwise specified by the Department.
- 1.9.4. The Contractor shall analyze the results of the Needs Assessments and submit a summary to the Department no later than November 1, 2022, or as otherwise specified by the Department.
- 1.9.5. The Contractor shall survey the healthcare facilities identified in 1.9.1 above to determine interest and participation in Community of Practice sessions focusing on Staffing and Infection Prevention. The survey must target:
 - 1.9.5.1. Clinical and non-clinical Long-Term Care Staff;
 - 1.9.5.2. Contracted Healthcare Workers connected to the Long-Term Care setting;
 - 1.9.5.3. Residents;
 - 1.9.5.4. Patients;
 - 1.9.5.5. Clients;
 - 1.9.5.6. Family members; and
 - 1.9.5.7. Others connected to Patients, Residents, and Clients as needed.
- 1.9.6. The Contractor shall work with the Department to identify Long-Term Care facilities requiring temporary staffing support due to infection control outbreaks of COVID-19.
- 1.9.7. The Contractor shall provide temporary staffing support to the Long Term-Care facilities, as identified and approved by the Department in accordance with 1.9.6 above and based on the criteria listed below, to provide Technical Assistance related to Infection Prevention and Control and/or Clinical Services, including reviewing infection prevention and control plans and practices and offering recommendations to improve plans and operations proactively and during an outbreak setting. Temporary staffing support may be approved by the Department for Long-Term Care facilities as needed due to infection control outbreaks of COVID-19 and must be:

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- 1.9.7.1. Necessary to meet the care needs of the population within the setting;
- 1.9.7.2. Distributed in an equitable way throughout the State; and
- 1.9.7.3. Needed due to a lack of available staffing resources.
- 1.9.8. The Contractor shall, upon approval by the Departmental, purchase and distribute Florescent Marker Kits to assist with Environmental Cleaning Training and infection control risks for healthcare facilities identified in 1.9.1. Kits shall be used for:
 - 1.9.8.1. Hand hygiene training;
 - 1.9.8.2. Identification of infection control risks within Long Term Care settings; and/or
 - 1.9.8.3. Environmental Cleaning Training materials.
- 1.9.9. The Contractor shall provide support with Fit Testing N95 masks for Long-Term Care facilities, subject to Departmental approval, by:
 - 1.9.9.1. Identifying Long-Term Care facilities not licensed under CMS that would benefit from the use of N95 masks.
 - 1.9.9.2. Purchasing N95 Fit Testing Kits for Long-Term Care facilities that are not licensed under CMS.
 - 1.9.9.3. Providing training and/or Train the Trainer training for the use of N95 Fit Testing Kits.
 - 1.9.9.4. Facilitating access to medical professionals Occupational Safety and Health Administration (OSHA) medical clearance questionnaires for use of N95 mask wear.
 - 1.9.9.5. Identifying local resources and agencies and/or subcontracting or hiring temporary staff to complete OSHA medical clearance questionnaires.
- 1.9.10. The Contractor shall increase infection prevention knowledge of Long-Term Care facility staff by:
 - 1.9.10.1. Providing access to the Certification in Infection Control (CIC) preparation materials.
 - 1.9.10.2. Reimbursing CIC testing fees.
 - 1.9.10.3. Providing access to educational material for infection prevention education for additional supportive staff and/or clinical staff.
 - 1.9.10.4. Supporting the implementation of an Infection Control Amplification in Nursing Centers (ICAN).

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1.9.11. The Contractor shall work with the Department, including the Department's Healthcare-Associated Infections (HAI) Healthcare Educator, to collaborate with:

- 1.9.11.1. Educational-based programs.
- 1.9.11.2. Colleges.
- 1.9.11.3. Universities.
- 1.9.11.4. Vocational technical programs.

1.10. Additional Requirements

1.10.1. The Contractor shall provide the necessary staff to perform all functions, requirements, roles and duties as specified in this Agreement, and support the HCC. Staff shall have subject matter expertise in the areas of:

- 1.10.1.1. Healthcare system and emergency preparedness;
- 1.10.1.2. Response and recovery; and
- 1.10.1.3. Administrative and financial management services.

1.10.2. The Contractor shall provide the following minimum required positions:

1.10.2.1. One (1) full-time equivalent (FTE) HCC Director to provide strategic direction and leadership to the HCC, including:

- 1.10.2.1.1. Establishing a governance structure.
- 1.10.2.1.2. Supervising the HCC Readiness and Response Coordinator position as identified in 1.10.2.2.2 below.
- 1.10.2.1.3. Recruiting and retaining HCC membership.
- 1.10.2.1.4. Monitoring the implementation of the requirements of this Agreement, including keeping up-to-date on federal and state requirements.
- 1.10.2.1.5. Managing all HCC-related administrative tasks including internal and external financial and program reporting requirements.
- 1.10.2.1.6. Providing technical assistance to HCC members, as needed.
- 1.10.2.1.7. Establishing and maintaining timely communication and education with all project stakeholders.

1.10.2.2. Two (2) positions, which combined shall be a minimum of one (1) FTE, including:

1.10.2.2.1. One (1) Clinical Advisor who shall:

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- 1.10.2.2.1.1. Be a clinically-active physician, advanced practice provider, or registered nurse.
- 1.10.2.2.1.2. Provide clinical input to the HCC.
- 1.10.2.2.1.3. Be the liaison between the coalition and medical leadership at healthcare facilities, supporting entities, and EMS agencies.
- 1.10.2.2.1.4. Review and provide input on HCC plans, exercises, and educational activities to ensure clinical accuracy and relevance.
- 1.10.2.2.1.5. Act as an advocate and resource for other clinical staff to encourage their involvement and participation in HCC activities.
- 1.10.2.2.1.6. Have knowledge of medical surge issues and basic familiarity with Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE), trauma, burn, and pediatric emergency response principles.
- 1.10.2.2.1.7. Review and update HCC mass casualty/surge plans as requested by the Department and/or as needed to comply with federal guidance and requirements, including, but not limited to, appropriate patient distribution and re-distribution.
- 1.10.2.2.1.8. Identify subject matter experts who are available locally to provide consultation and support to receiving specialty hospitals regarding patient transfer prioritization in specialty surge mass casualty situations; and
- 1.10.2.2.1.9. Review and provide input on crisis standards of care planning and education.
- 1.10.2.2.2. One (1) HCC Readiness and Response Coordinator who shall:
 - 1.10.2.2.2.1. Facilitate the planning, training, exercising, operational readiness, financial sustainability, evaluation, and ongoing development of the HCC;
 - 1.10.2.2.2.2. Ensure that the HCC meets all HPP performance measures and benchmarks with



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special attention to the HCC response plans, roles, and operations;

1.10.2.2.2.3. Lead, participate in, or support the response activities of the HCC according to response plans; and

1.10.2.2.2.4. Identify and engage community leaders in health care preparedness planning and exercises, which may include, but are not limited to businesses, charitable organizations and the media to promote the resilience of the entire community.

1.10.3. The Contractor shall:

1.10.3.1. Attend Technical Assistance sessions, as requested by the Department.

1.10.3.2. Attend regular meetings with the Department, as requested, to review progress toward meeting contract deliverables.

1.10.3.3. Prepare information and materials for the Department, including, but not limited to, information on in-kind and leveraged funds.

1.10.3.4. Collect, analyze and report program data to the Department, as requested.

1.10.3.5. Facilitate file reviews conducted by the Department, as needed, upon Department request.

1.10.3.6. Ensure staff participate in emergency preparedness, response and recovery trainings as needed to comply with federal requirements.

1.11. Reporting and Deliverables

1.11.1. In connection with the performance of this Agreement, the Parties will not exchange any confidential information of any type, including but not limited to:

1.11.1.1. Protected health information (PHI) as defined in Health Insurance Portability and Accountability Act (HIPAA);

1.11.1.2. Personally identifiable information (PII); and

1.11.1.3. Any type of information that may be used to determine, distinguish or trace an individual's identity.

1.11.2. The Contractor shall submit monthly time study reports for the Strike Team Grant to the Department by the 15th day of each month, in a form agreed upon by both parties, for the prior month, which must include:

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- 1.11.2.1. Time spent working with Skilled Nursing Facilities;
- 1.11.2.2. Time spent working with facilities not identified as Skilled Nursing Facilities;
- 1.11.2.3. Time spent by facility type, as directed by the Department to meet CDC guidelines; and
- 1.11.2.4. Other time/data collection as required or specified by the Department.
- 1.11.3. The Contractor shall assist the Department with developing an Annual Progress Report for the period of July 1, 2022 to June 30, 2023, and a Mid-Year Progress Report for the period of July 1, 2022 to December 31, 2022, and will submit the reports to the Department on set dates as determined by the Department.
- 1.11.4. The Contractor shall submit documentation annually that supports a 10% in-kind matching contribution of the full base HPP award, from HCC members, to the Department no later than July 30th of each year during the Agreement period.
- 1.11.5. The Contractor shall validate actual match for the previous budget period and submit documentation to the Department, as requested, no later than June 30th each year of the Agreement period.
- 1.11.6. The Contractor shall submit documentation of cost sharing for activities utilizing more than one (1) funding source to the Department no later than June 30th each year of the Agreement period.
- 1.11.7. The Contractor shall develop and submit an Annual Report to the Department for approval no later than June 30th each year, or on an otherwise agreed upon date. The Annual Report shall outline HCC activities and outcomes, including, but not limited to:
 - 1.11.7.1. HCC membership overview.
 - 1.11.7.2. HCC leadership team focus areas.
 - 1.11.7.3. Planned or real events that impacted HCC members.
 - 1.11.7.4. Documentation of ASPR performance measures.
 - 1.11.7.5. Overview of ASPR capabilities and HCC involvement in accomplishing related goals.
 - 1.11.7.6. Overview of past or future trainings, exercises and drills.
 - 1.11.7.7. Additional topics, as requested by the Department.

**New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response and
Recovery Health Care Coalition**

EXHIBIT B

- 1.11.8. The Contractor shall ensure the Annual Report is available to HCC Members no later than July 31st each year, or on an otherwise agreed upon date.
- 1.11.9. The Contractor shall develop and submit additional reports upon request by the Department.
- 1.11.10. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.12. Performance Measures

- 1.12.1. The Contractor shall collect and update Performance Measure data in in the CAT twice per State Fiscal Year (July 1 – June 30), and prior to the CAT closing dates, in accordance with ASPR requirements.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 3.2.1. The Contractor shall submit, within 10 days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency;

**New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response and
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EXHIBIT B

individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under 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."
- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use:
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

**New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response and
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EXHIBIT B

- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



**New Hampshire Department of Health and Human Services
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EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from:
 - 1.1. The Hospital Preparedness Program (HPP), as awarded on a date to be determined, by the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness & Response (ASPR), CFDA #93,889, FAIN U3REP190580; and
 - 1.2. The ELC Strike Team Long Term Care & Skilled Nursing Facility, as awarded on October 26, 2021, by the Centers for Disease Control and Prevention, CFDA #93,323, FAIN NU50CK000522.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-4, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month broken out by each funding source.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301



**New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response
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EXHIBIT C

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.



**New Hampshire Department of Health and Human Services
Administrative Lead Organization for Emergency Preparedness, Response
and Recovery Health Care Coalition**

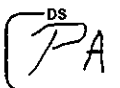
EXHIBIT C

- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 8.5. 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.

PA

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Foundation for Healthy Communities</u> Budget Request for: <u>ALO for EPRR Health Care Coalition - HPP</u> Budget Period <u>07/1/2022-06/30/2023</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$182,358
2. Fringe Benefits	\$28,435
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$1,500
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$773
6. Travel	\$22,500
7. Software	\$5,037
8. (a) Other - Marketing/Communications	\$36,000
8. (b) Other - Education and Training	\$3,750
8. (c) Other - Other (specify below)	
<i>Rent</i>	\$8,405
<i>Telephone including cell phones</i>	\$2,708
<i>Audit and Legal</i>	\$11,000
<i>Other subcontracted expenses</i>	\$256,761
9. Subrecipient Contracts	
Total Direct Costs	\$559,227
Total Indirect Costs	\$55,773
TOTAL	\$615,000

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Foundation for Healthy Communities</i> Budget Request for: <i>ALO for EPRR Health Care Coalition - HPP</i> Budget Period <i>07/1/2023-06/30/2024</i> Indirect Cost Rate (if applicable) <i>10.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$299,154
2. Fringe Benefits	\$74,694
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$1,500
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,272
6. Travel	\$30,000
7. Software	\$8,300
8. (a) Other - Marketing/Communications	\$45,000
8. (b) Other - Education and Training	\$5,000
8. (c) Other - Other (specify below)	
<i>Rent</i>	\$13,852
<i>Telephone</i>	\$4,464
<i>Audit and Legal</i>	\$11,000
<i>subcontracted expenses</i>	\$64,992
9. Subrecipient Contracts	
Total Direct Costs	\$559,228
Total Indirect Costs	\$55,772
TOTAL	\$615,000



6/14/2022

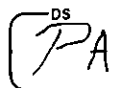
New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Foundation for Healthy Communities</u> Budget Request for: <u>ALO for EPRR Health Care Coalition - SNF</u> Budget Period <u>07/1/2022-06/30/2023</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$54,041
2. Fringe Benefits	\$21,027
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$75,000
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$232
6. Travel	\$6,750
7. Software	\$1,511
8. (a) Other - Marketing/Communications	\$5,750
8. (b) Other - Education and Training	\$1,125
8. (c) Other - Other (specify below)	
<i>Rent</i>	\$2,521
<i>Telephone</i>	\$813
<i>sub-contracted expenses</i>	\$900,548
<i>Audit and Legal</i>	\$2,000
9. Subrecipient Contracts	
Total Direct Costs	\$1,071,318
Total Indirect Costs	\$99,632
TOTAL	\$1,170,950

Contractor Initials

6/14/2022

Date

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Foundation for Healthy Communities</u> Budget Request for: <u>ALO for EPRR Health Care Coalition - LTC</u> Budget Period <u>07/1/2022-06/30/2023</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$54,041
2. Fringe Benefits	\$21,027
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$75,000
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$232
6. Travel	\$6,750
7. Software	\$1,511
8. (a) Other - Marketing/Communications	\$5,750
8. (b) Other - Education and Training	\$1,125
8. (c) Other - Other (specify below)	
<i>Rent</i>	\$2,521
<i>Telephone</i>	\$813
<i>subcontracted expenses</i>	\$856,490
<i>Audit and Legal</i>	\$2,000
9. Subrecipient Contracts	
Total Direct Costs	\$1,027,260
Total Indirect Costs	\$95,226
TOTAL	\$1,122,486



Contractor Initials _____

Date 6/14/2022

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

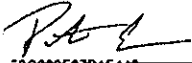
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: Foundation for Healthy Communities

6/14/2022

Date

DocuSigned by:

 39c226e53201f140
 Name: Peter Ames
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Foundation for Healthy Communities

6/14/2022

Date

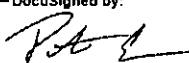
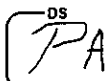
DocuSigned by:

 Name: Peter Ames
 Title: Executive Director

Exhibit E – Certification Regarding Lobbying

Vendor Initials 
 Date 6/14/2022

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

6/14/2022

Date

DocuSigned by:

Name: Peter Ames
Title: Executive Director

DS
PA

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS
PA

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Foundation for Healthy Communities

6/14/2022

Date

DocuSigned by:

Name: Peter Ames
Title: Executive Director

Exhibit G

Contractor Initials

DS
PA

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

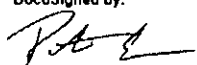
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name: Foundation for Healthy Communities

6/14/2022

Date

DocuSigned by:

Name: Peter Ames
Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials

PA

6/14/2022
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date 6/14/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

 The State by:
 Patricia M. Tilley

 Signature of Authorized Representative
 Patricia M. Tilley

 Name of Authorized Representative
 Director

 Title of Authorized Representative
 6/14/2022

 Date

Foundation for Healthy Communities

 Name of the Contractor
 Peter Ames

 Signature of Authorized Representative
 Peter Ames

 Name of Authorized Representative
 Executive Director

 Title of Authorized Representative
 6/14/2022

 Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
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*

6/14/22
Date

Name: *Peter Ames*
Title: *Executive Director*

Contractor Initials PA
Date 6/14/22



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The UEI (SAM.gov) number for your entity is: PCUKMCAPN0F8
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

Contractor Initials PA
Date 6/14/22

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



-
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

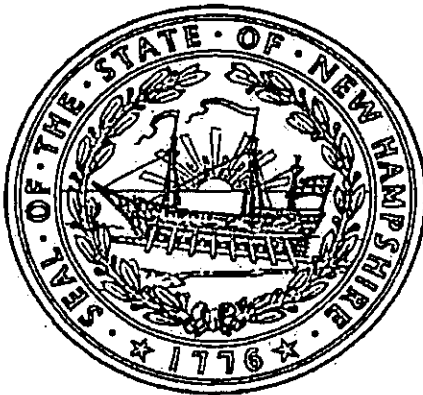
Department of State

CERTIFICATE

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

Business ID: 63943

Certificate Number: 0005780289



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State



Foundation for
Healthy Communities
CERTIFICATE OF VOTE/AUTHORITY

I, Stephen Ahnen, of the Foundation for Healthy Communities, do hereby certify that:


1. I am the duly elected Secretary/Treasurer 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 October 18, 2021;

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 Executive Director or the Vice President of Quality Improvement 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. Peter Ames is the duly appointed Executive Director and Kristine Hering is the duly appointed Vice President of Quality Improvement and Stephen Ahnen is the duly appointed Secretary/Treasurer of the corporation.

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer of the Foundation for Healthy Communities this 8th day of June 2022.



BOARD MEMBER



NEWHAMP-02

TFAGERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2022

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

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

PRODUCER License # 1780882 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT Gabe Reissman PHONE: _____ (A/C, No., Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: gabe.reissman@hubinternational.com
INSURED New Hampshire Hospital Assoc. The Foundation for Healthy Communities Attn: Linda Levesque 125 Airport Road Concord, NH 03301	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hartford Casualty Insurance Company 29424 INSURER B: Twin City Fire Insurance Company 29459 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	08 SBA VW2923 SB	6/22/2022	6/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO: <input type="checkbox"/> JECT: <input type="checkbox"/> LOC: <input type="checkbox"/> OTHER: _____						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A X	UMBRELLA LIAB EXCESS LIAB	X OCCUR CLAIMS-MADE	08 SBA VW2923 SB	6/22/2022	6/22/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 DED: X RETENTION \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	08WECIV5293	6/22/2022	6/22/2023	PER STATUTE L OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Foundation for Healthy Communities is considered a Named Insured for the above mentioned policies.

CERTIFICATE HOLDER State of NH Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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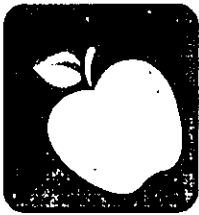


Foundation *for*
Healthy Communities

Foundation for Healthy Communities

Mission Statement

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



Foundation *for*
Healthy Communities

FINANCIAL STATEMENTS

and

FEDERAL REPORTS IN ACCORDANCE WITH UNIFORM GUIDANCE

December 31, 2021 and 2020

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Foundation for Healthy Communities

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Foundation for Healthy Communities (Foundation), which comprise the statements of financial position as of December 31, 2021 and 2020, 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.

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, 2021 and 2020, 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.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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.

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

Board of Trustees
Foundation for Healthy Communities
Page 2

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 18, 2022 on our consideration of the Foundation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Foundation's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Foundation's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 18, 2022

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Financial Position

December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 518,667	\$ 345,201
Accounts receivable, net	194,633	547,234
Due from affiliate	141,135	115,780
Prepaid expenses	<u>10,650</u>	<u>10,334</u>
Total current assets	<u>865,085</u>	<u>1,018,549</u>
Investments	<u>1,082,677</u>	<u>962,689</u>
Property and equipment		
Leasehold improvements	1,118	1,118
Equipment and furniture	<u>147,427</u>	<u>147,427</u>
	148,545	148,545
Less accumulated depreciation	<u>148,545</u>	<u>148,145</u>
Property and equipment, net	<u>-</u>	<u>400</u>
Total assets	<u>\$1,947,762</u>	<u>\$1,981,638</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	\$ 22,995	\$ 21,119
Accrued payroll and related amounts	109,901	91,070
Due to affiliate	98,369	97,731
Deferred revenue	<u>9,110</u>	<u>6,949</u>
Total current liabilities and total liabilities	<u>240,375</u>	<u>216,869</u>
Net assets		
Without donor restrictions		
Operating	1,137,512	923,080
Internally designated	<u>379,316</u>	<u>489,296</u>
Total without donor restrictions	1,516,828	1,412,376
With donor restrictions	<u>190,559</u>	<u>352,393</u>
Total net assets	<u>1,707,387</u>	<u>1,764,769</u>
Total liabilities and net assets	<u>\$1,947,762</u>	<u>\$1,981,638</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, 2021

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
Revenues					
Foundation support	\$ 483,121	\$ -	\$ 483,121	\$ -	\$ 483,121
Program services	1,235,129	-	1,235,129	-	1,235,129
Seminars, meetings, and workshops	123,729	-	123,729	-	123,729
Interest and dividend income	16,943	-	16,943	-	16,943
Net realized and unrealized gain on investments	155,498	-	155,498	-	155,498
Gifts and donations	5	-	5	-	5
Grant support	-	-	-	383,312	383,312
Net assets released from restrictions	408,812	136,334	545,146	(545,146)	-
Net assets released from internally designated	<u>246,314</u>	<u>(246,314)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>2,669,551</u>	<u>(109,980)</u>	<u>2,559,571</u>	<u>(161,834)</u>	<u>2,397,737</u>
Expenses					
Salaries, taxes and benefits	1,589,529	-	1,589,529	-	1,589,529
Other operating	120,006	-	120,006	-	120,006
Program services	715,818	-	715,818	-	715,818
Seminars, meetings, and workshops	29,366	-	29,366	-	29,366
Depreciation	<u>400</u>	<u>-</u>	<u>400</u>	<u>-</u>	<u>400</u>
Total expenses	<u>2,455,119</u>	<u>-</u>	<u>2,455,119</u>	<u>-</u>	<u>2,455,119</u>
Change in net assets from operations and total change in net assets	214,432	(109,980)	104,452	(161,834)	(57,382)
Net assets, beginning of year	<u>923,080</u>	<u>489,296</u>	<u>1,412,376</u>	<u>352,393</u>	<u>1,764,769</u>
Net assets, end of year	<u>\$1,137,512</u>	<u>\$ 379,316</u>	<u>\$1,516,828</u>	<u>\$ 190,559</u>	<u>\$1,707,387</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, 2020

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
Revenues					
Foundation support	\$ 463,120	\$ -	\$ 463,120	\$ -	\$ 463,120
Program services	3,396,795	-	3,396,795	-	3,396,795
Seminars, meetings, and workshops	22,033	-	22,033	-	22,033
Interest and dividend income	18,519	-	18,519	-	18,519
Net realized and unrealized gain on investments	93,504	-	93,504	-	93,504
Gifts and donations	196	-	196	-	196
Grant support	-	-	-	567,282	567,282
Net assets released from restrictions	338,026	237,213	575,239	(575,239)	-
Net assets released from internally designated	<u>286,413</u>	<u>(286,413)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>4,618,606</u>	<u>(49,200)</u>	<u>4,569,406</u>	<u>(7,957)</u>	<u>4,561,449</u>
Expenses					
Salaries, taxes and benefits	1,462,230	-	1,462,230	-	1,462,230
Other operating	124,109	-	124,109	-	124,109
Program services	2,865,199	-	2,865,199	-	2,865,199
Seminars, meetings, and workshops	33,130	-	33,130	-	33,130
Depreciation	2,747	-	2,747	-	2,747
Recovery of bad debts	<u>(400)</u>	<u>-</u>	<u>(400)</u>	<u>-</u>	<u>(400)</u>
Total expenses	<u>4,487,015</u>	<u>-</u>	<u>4,487,015</u>	<u>-</u>	<u>4,487,015</u>
Change in net assets from operations and total change in net assets	131,591	(49,200)	82,391	(7,957)	74,434
Net assets, beginning of year	<u>791,489</u>	<u>538,496</u>	<u>1,329,985</u>	<u>360,350</u>	<u>1,690,335</u>
Net assets, end of year	<u>\$ 923,080</u>	<u>\$ 489,296</u>	<u>\$ 1,412,376</u>	<u>\$ 352,393</u>	<u>\$ 1,764,769</u>

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Cash Flows

Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ (57,382)	\$ 74,434
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	400	2,747
Net realized and unrealized gain on investments	(155,498)	(93,504)
Change in operating assets and liabilities		
Accounts receivable	352,601	(189,782)
Prepaid expenses	(316)	(724)
Due from affiliate	(25,355)	(3,250)
Accounts payable	1,876	(121,842)
Accrued payroll and related amounts	18,831	44,885
Due to affiliates	638	36,044
Deferred revenue	<u>2,161</u>	<u>(1,064)</u>
Net cash provided (used) by operating activities	<u>137,956</u>	<u>(252,056)</u>
Cash flows from investing activities		
Purchases of investments	-	(1,890)
Proceeds from sale of investments	<u>35,510</u>	<u>5,255</u>
Net cash provided by investing activities	<u>35,510</u>	<u>3,365</u>
Net increase (decrease) in cash and cash equivalents	173,466	(248,691)
Cash and cash equivalents, beginning of year	<u>345,201</u>	<u>593,892</u>
Cash and cash equivalents, end of year	<u>\$ 518,667</u>	<u>\$ 345,201</u>

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

Organization

Foundation for Healthy Communities (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 (Association) whose purpose is to assist its members in improving the health status of the people receiving healthcare in New Hampshire.

1. Summary of Significant Accounting Policies

Use of Estimates

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

Basis of Presentation

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

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Foundation or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities and changes in net assets. At December 31, 2021 and 2020, the Foundation did not have any funds to be maintained in perpetuity.

Cash and Cash Equivalents

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

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 and realized and unrealized gains and losses are included in the changes in net assets from operations.

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

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.

Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as support with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets 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 released from net assets with donor restrictions to internally designated net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions.

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

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. The ultimate disposition of grant funds is subject to audit by the awarding agencies.

Grant funds awarded for which restrictions have been met in the year of award are reported in the statement of activities and changes in net assets in program services revenues and expenses.

Contributions of long-lived assets are reported as support for net assets without donor restrictions 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 support with donor restrictions. 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.

Income Taxes

The Foundation is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (Code) and is exempt from 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 April 18, 2022, which was the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

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

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

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

As of December 31, 2021, the Foundation has working capital of \$624,710 and average days (based on normal expenditures) cash on hand of 210, which includes cash and cash equivalents and investments, less donor restricted funds.

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

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

	<u>2021</u>	<u>2020</u>
Financial assets		
Cash and cash equivalents	\$ 518,667	\$ 345,201
Accounts receivable, net	194,633	547,234
Due from affiliate	141,135	115,780
Investments	1,082,677	962,689
Internally designated funds	(379,316)	(489,296)
Donor restricted funds	<u>(190,559)</u>	<u>(352,393)</u>
Financial assets available at year end for current use to meet general expenditures	<u>\$ 1,367,237</u>	<u>\$ 1,129,215</u>

At December 31, 2021 and 2020, internally designated net assets represent unused grant funds to be used for other unspecified projects by management over the next 12 months. The internally designated net assets are included in cash and cash equivalents and accounts receivable, net.

3. Investments and Fair Value Measurement

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

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

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

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- 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.

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

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

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

	<u>2021</u>	<u>2020</u>
Marketable equity securities	\$ 204,492	\$ 192,065
Mutual funds	<u>878,185</u>	<u>770,624</u>
	<u>\$ 1,082,677</u>	<u>\$ 962,689</u>

4. Net Assets with Donor Restrictions

Net assets with donor restrictions of \$190,559 and \$352,393 consisted of specific grant programs as of December 31, 2021 and 2020, respectively. The grant programs relate to improvements to access and the delivery of healthcare services.

5. 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. Subsequent to the original award, the State of New Hampshire amended the award amount increasing the grant to an amount not to exceed \$4,575,824. Receipt of the grant and recognition of the related revenue was conditional upon incurring qualifying expenditures. For the year ended December 31, 2020, the Foundation recognized program and grant support related to this award in the amount of \$1,104,493. As of December 31, 2020, the Foundation had received and recognized the full award. No additional awards occurred during 2021.

6. Related Party Transactions

The Foundation leases space from the Association on a monthly basis. Rental expense under this lease for the years ended December 31, 2021 and 2020 was \$41,184 and \$41,255, respectively.

The Association provides various accounting, public relation and janitorial services to the Foundation. The amount expensed for these services in 2021 and 2020 was \$185,431 and \$173,468, respectively. In addition, the Association bills the Foundation for its allocation of shared costs. As of December 31, 2021 and 2020, the Foundation owed the Association \$98,369 and \$97,731, respectively, for services and products provided by the Association.

The Association owed the Foundation \$141,135 and \$115,780 as of December 31, 2021 and 2020, respectively, for support allocated to the Foundation. For the years ended December 31, 2021 and 2020, the Foundation received support from the Association in the amount of \$483,121 and \$463,120, respectively.

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

7. Retirement Plan

The Foundation participates in the Association's 401(k) profit-sharing plan, which covers substantially all employees and allows for employee contributions of up to the maximum allowed under Internal Revenue Service regulations. Employer contributions are discretionary and are determined annually by the Foundation. Retirement plan expense for 2021 and 2020 was \$55,724 and \$48,803, respectively.

8. Functional Expenses

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

Expenses by function and natural classification are as follows:

	<u>2021</u>	<u>2020</u>
Program services		
Salaries and related taxes	\$ 1,337,571	\$ 1,256,722
Office supplies and other	508,376	548,910
Occupancy	38,449	37,500
Subrecipients	-	2,068,198
Subcontractors	251,845	298,400
Seminars, meetings and workshops	35,505	36,700
Insurance	3,346	3,138
Depreciation	<u>320</u>	<u>2,198</u>
Total program services	<u>2,175,412</u>	<u>4,251,766</u>
General and administrative		
Salaries and related taxes	251,958	205,508
Office supplies and other	3,689	3,194
Occupancy	21,749	24,306
Recovery of bad debts	-	(400)
Insurance	2,231	2,092
Depreciation	<u>80</u>	<u>549</u>
Total general and administrative	<u>279,707</u>	<u>235,249</u>
	<u>\$ 2,455,119</u>	<u>\$ 4,487,015</u>

SUPPLEMENTARY INFORMATION

GOVERNMENTAL REPORTS



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

Board of Trustees
Foundation for Healthy Communities

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Foundation for Healthy Communities (Foundation), which comprise the statement of financial position as of December 31, 2021, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 18, 2022.

Report on Internal Control over Financial Reporting

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

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

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

Board of Trustees
Foundation for Healthy Communities

Report on Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 18, 2022



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR THE MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL
OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Board of Trustees
Foundation for Healthy Communities

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Foundation for Healthy Communities' (Foundation) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended December 31, 2021. The Foundation's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Foundation complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2021.

Basis for Opinion on the Major Federal Program

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

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

Responsibilities of Management for Compliance

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

Board of Trustees
Foundation for Healthy Communities

Auditor's Responsibilities for the Audit of Compliance

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

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

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

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

Report on Internal Control over Compliance

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

Board of Trustees
Foundation for Healthy Communities

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

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

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

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the Foundation as of and for the year ended December 31, 2021, and have issued our report thereon dated April 18, 2022, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 18, 2022

FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2021

<u>Federal Program</u>	<u>Federal AL Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services			
Pass-through programs:			
State of New Hampshire Department of Health and Human Services			
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	05-95-90- 902510-2239	\$ 745,459
Small Rural Hospital Improvement Grant Program	93.301	05-95-90- 901010-2219	123,772
State Rural Hospital Flexibility Program	93.241	05-95-90- 902010-2218	67,797
National Bioterrorism Hospital Preparedness Program	93.889	6U3REP20064 9-01-00	2,000
Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces	93.332	NAVACA21040 0-01-00	<u>16,288</u>
Total expenditures of federal awards			<u>\$ 955,316</u>

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to the Schedule of Expenditures of Federal Awards

Year Ended December 31, 2021

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (Schedule) includes the federal grant activity of Foundation for Healthy Communities (Foundation) under programs of the federal government for the year ended December 31, 2021. The information in the Schedule is presented in accordance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a portion of the operations of the Foundation, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Foundation.

2. Summary of Significant Accounting Policies

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

3. Indirect Cost Rate

The Foundation has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Findings and Questioned Costs

Year Ended December 31, 2021

Section I. - Summary of Auditor's Results

Financial Statements

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

 Noncompliance material to financial statements
 noted? _____ yes x no

Federal Awards

Internal control over major programs:
 Material weakness(es) identified? _____ yes x no
 Significant deficiency(ies) identified not
 considered to be material weaknesses? _____ yes x none reported

 Type of auditor's report issued on compliance
 for major programs: Unmodified

 Any audit findings disclosed that are required
 to be reported in accordance with
 2 CFR 200.516(a)? _____ yes x no

Identification of Major Programs

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.074	Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements

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

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

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

None noted

Section III. - Federal Award Findings and Questioned Costs

None noted

FOUNDATION FOR HEALTHY COMMUNITIES

Summary Schedule of Prior Audit Findings

Year Ended December 31, 2021

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

None noted

Section II. - Federal Award Findings and Questioned Costs

None noted



Foundation for
Healthy Communities

BOARD OF DIRECTORS 2022

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Lauren Collins-Cline, Vice Chair	Director, Corporate Communications & PR, Catholic Medical Center
Stephen Ahnen, Secretary / Treasurer	President, New Hampshire Hospital Association
Peter Ames, <i>ex officio</i>	Executive Director, Foundation for Healthy Communities
Deb Broadhead, RN	Director, Healthcare Management, Anthem
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Scott Colby	President, Upper Connecticut Valley Hospital
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Helen Taft	Former Executive Director, Families First
Susan Walsh	Strategic Business Lead, NH, Harvard Pilgrim Health Care
Andrew Watt, MD	CMIO, Catholic Medical Center

J. Scott Nichols

WORK EXPERIENCE

Granite State Health Care Coalition

12/2017 to Present

■ Director

- Responsible for building and implementing a statewide healthcare coalition to build readiness, and resilience across the healthcare continuum for all-hazard emergencies.
- Direct support to State Emergency Support Function 8-Health and Medical during COVID-19 response.
- Help, educate, and aid healthcare entities in maintaining their Centers for Medicaid and Medicare Services and State of New Hampshire licensing certification requirements.
- Establish, manage, and facilitate workgroups, peer support groups, and focus groups to address healthcare concerns and areas for improvement.
- Responsible for tracking and management of grant deliverables working within a specific budget while responding to real-life events.
- Provide mentorship and supervision to health care coalition staff.
- Ensure statewide hospital on-going compliance with federal and state metric mandates and requests from The White House and CMS.
- Build and sustain coalition membership through active engagement and providing value by addressing unmet needs and assisting with ever changing regulations.
- State Administrator in Healthcare Information Management System commonly known as Juvare which allows situational awareness across hospitals, healthcare, and New Hampshire Department of Health and Human Services.

New Hampshire Homeland Security and Emergency Management

08/2015-12/2017

■ Emergency Management Trainer

- Responsible for conducting, writing and presenting comprehensive security assessment reports.
- Assist schools with individual Emergency Operations Plan development for an All-Hazards approach to include providing technical assistance as needed.
- Work with School and SAU staff to develop policies and procedures to enhance response readiness and address mitigation efforts for technological, natural, and human caused events.
- Assist schools and SAU's with a hazard vulnerability analysis to determine greatest threats.
- Conduct, build, and evaluate utilizing HSEEP approved methods customized training programs and exercises for public safety, schools, bus drivers, and businesses.
- Orchestrate, manage, and present at conferences as a subject matter expert on plan writing and security concepts.

City of Boston Mayor's Office of Emergency Management

09/2011 to 07/31/15

■ Regional Catastrophic Planner

- Responsible for federal grant deliverables and compliance as well as Lead for numerous projects involving both governmental and non-governmental agencies.
- Wrote governance for a Regional Mass Care Working group with the six New England States to help them communicate and develop processes to address needs and share resources during a mass care response.
- Project Lead or Co-Lead for New England regional plans for Mass Care and Sheltering, Disaster Housing, Evacuation, Cyber Disruption Response, Commodities Distribution, and All-Hazards Response.
- Project Manager for a statewide emergency preparedness campaign which included television and radios ads. As part of this project, we updated the ReadyNH.gov website and changed the logos and branding.
- Developed Requests for Proposals (RFP's) for projects, conducted contractor interviews, set deadlines, and tracked expenses.
- Conducted briefings and meetings with federal, state, and local governmental and non-governmental agencies on

project developments, expense allocation, and deadline tracking.

Concord New Hampshire Police Department

12/1988 to 07/2011

■ **Multiple ascending positions held reaching rank of Lieutenant**

- Developed, administered, and evaluated public health and emergency preparedness plans and drills for governmental and non-governmental agencies.
- Responsible for the supervision, development, mentoring, and motivation of first line supervisors.
- Mediation of personnel issues including discipline, receiving and investigation of personnel complaints.
- Grant writing, grant compliance and tracking. Including researching and administration of grants.
- Statistical crime and analytical analysis to include crime forecasting and trending.
- Policy writing and budget preparation.
- Deputy Project Manager in a multi-million dollar building renovation coordinating contractors for a new dispatch center and the implementation of a new phone system.
- Developed design build Request for Proposals using competitive bid process.

RELEVANT EXPERIENCE AND ACCOMPLISHMENTS

- Work with State of New Hampshire Unified Command during COVID-19 response in strategic planning.
- Developed and maintained a temporary Respite and Quarantine emergency housing program that assisted first responders, healthcare workers and people experiencing homelessness.
- Assisted healthcare, hospitals, and EMS in locating personal protective equipment during COVID-19 response.
- Original member of the Capital Area Public Health Network and Regional Coordinating Committee (RCC).
- Co-authored statewide Smallpox response plan in 2004.
- Assisted in the development of a Commodities Distribution Plan for the City of New York that was utilized during the Hurricane Sandy Response.
- Extensive training and experience with incident response

EDUCATION

- **Franklin Pierce College**
MBA in Leadership

Franklin Pierce College
BS in Business Management

SHAYLIN M. LIPMAN

PROFESSIONAL EXPERIENCE

Foundation for Healthy Communities, Granite State Health Care Coalition- Concord, NH

Program Coordinator- January 2018-Present

- Works with HCC Director and Exercise and Training Officer to monitor implementation of HCC contract including keeping abreast of federal and state requirements.
- Provides technical assistance to HCC members and partners.
- Maintains accurate and up-to-date contact information for HCC membership.
- Prepares and distributes meeting announcements, agendas, minutes and correspondence for a variety of groups as needed.
- Works with subcontractors/ vendors as needed.
- Manages all administrative tasks related to the project including internal and external financial and program reporting requirements.
- Establishes and maintains timely communication and education with all project stakeholders including newsletters and other information dissemination.
- Organizes all GSHCC Annual Meeting and GSHCC Conference Logistics.
- Composes HCC plans and annexes in collaboration with subject matter experts and partners.

Worcester Division of Public Health, Department of Health and Human Services- Worcester, MA

Regional Hospital Coordinator- October 2016- January 2018

- Provided technical assistance to Region 2 Health and Medical Coordinating Coalition (HMCC) members with a primary focus on hospitals and healthcare organizations.
- Served as liaison between the Massachusetts Department of Public Health (MDPH) and the ten hospitals, and additional healthcare facilities, located within Region 2.
- Served as 24/7 Duty Officer and emergency contact for Central Massachusetts Regional Public Health Alliance (CMRPHA) as well as all healthcare facilities in Region 2.
- Attended all emergency preparedness meetings, trainings, and exercises throughout the region and the state as required.
- Coordinates and facilitates all Healthcare Emergency Management Committee Meetings, including preparing meeting agendas and distributing meeting minutes.
- Monitored and ensured completion of Hospital Preparedness Program (HPP) grant requirements and deliverables including creating the Budget Period 1 (Fiscal Year 2018) work plan and budget.
- Supported regional health and medical emergency preparedness planning initiatives.
- Supported hospitals and healthcare facilities as required during disasters and public health emergencies including disseminating timely situational awareness statements and collecting pertinent facility operational status updates.
- Performed site visits to hospitals to ensure emergency plans and policies align with state and federal guidelines.
- Built and maintained relationships with local and state partners.
- Completed 2017 Regional Hospital Hazard Vulnerability Analysis (HVA).
- Composed and amended the Worcester Division of Public Health/ CMRPHA Emergency Operations Plan.

Big Brothers Big Sisters of New Hampshire- Nashua, NH

Enrollment and Matching Supervisor- April 2015- October 2016

- Interviewed, assessed, and determined potential volunteer eligibility with child safety as top priority in the Big Brothers Big Sisters mentoring program.
- Coordinated and led volunteer group trainings pertaining to guidelines, rules, and child safety.
- Coordinated background check processes for potential volunteers.
- Matched volunteers with children facing adversity in the Greater Nashua area.

Citizen Schools- Boston, MA

Human Resources Assistant/ Emergency Management Contractor- December 2012- March 2015

- Composed regional, nationwide, and local Emergency Operation Plans for Citizen Schools.
- Led assessment, audit, and evaluation of current partner school Emergency Action Plans for twenty-nine schools in seven states across the nation.
- Managed all filing systems and various online databases.

Psychological First-Aid Trainer for City Year New York- New York, NY- August 2013- December 2013

- Trained over 250 AmeriCorps City Year members working with New York City youth post Hurricane Sandy on coping strategies and trauma response in schools.

Riverside Community Care- Needham, MA

Crisis Counselor, Crisis Counseling Assistance and Training Program Grant- August 2011-July 2012

- Outreached to survivors beginning three months after the federally declared June 1, 2011 tornado.
- Provided affected families and individuals with referrals to resources, coping skills, and disaster preparedness and stress management information.
- Created and delivered disaster preparedness, wellness and stress management presentations to multiple community groups.
- Co-lead local media campaign designed to reach thousands of tornado survivors.
- Member of Pathway to Renewal Long Term Recovery Group assisting tornado survivors with unmet needs.

Riverside Community Care, Needham, MA

Team Leader/ Crisis Counselor, Crisis Counseling Assistance and Training Program Grant- August 2010-April 2011

- Co-created statewide disaster recovery program in response to the federally declared March 2010 floods.
- Managed team of three crisis counselors and one administrative assistant.
- Provided outreach and disaster preparedness presentations to hundreds of flood survivors in Norfolk, Essex and Worcester Counties.
- Member of Northern MA Long Term Recovery Group assisting dozens of flood survivors with unmet needs.

Family Service, Inc.- Lawrence, MA

AmeriCorps Ambassador of Mentoring, Big Friends Little Friends- August 2009-July 2010

- Matched caring adults with local youth facing adversity in a mentoring relationship.
- Trained volunteers and parents on program guidelines, procedures, and safety.

American Red Cross- NH Gateway Chapter- Nashua, NH

AmeriCorps *Vista Member- August 2008-August 2009

- Served in the Disaster Services Department assisting the Disaster Services Director with all disaster operations by supporting citizens through the response and recovery phase of disasters.
- Deployed to Houston, Texas in September of 2008 to assist with mass care in mega shelters during Hurricane Ike.
- Managed a local shelter for three days during the 2008 Ice Storm supervising a group of twenty volunteers and one hundred citizens.
- Created and led various trainings for the Disaster Action Team.

New Hampshire Division of Homeland Security and Emergency Management- Concord, NH

Intern- May 2006-August 2006

- Full time internship assisting preparedness, response and recovery functions at the New Hampshire Division of Homeland Security and Emergency Management.
- Assisted with community outreach efforts during the Emergency Operation Center activation during the Spring 2006 floods.

EDUCATION

Master of Science, Anna Maria College, 2014

Emergency Management, GPA: 4.0

Bachelor of Arts, Keene State College, 2008

U.S. History Major, Sociology Minor, GPA: 3.48

CERTIFICATIONS

National Incident Management System, Incident Command System: IS-100, IS-120, IS-130, IS-200, IS-634, IS-700, IS-703, IS-800, and IS-808 as well as HSEEP.

CHELSEA ST. GEORGE, MS, MPH

Concord, NH | cstgeorge@healthynh.org

EDUCATION

Southern New Hampshire University Master of Science in Management, Emergency Management	2021
MCPHS University, Boston, MA Master of Public Health Capstone: "Municipal Voluntary Organizations Active in Disaster (VOAD): Building Local Disaster Resiliency through Public-Private Partnerships"	2016
MCPHS University, Boston, MA Bachelor of Science in Pre-Medical and Health Studies Minors: Molecular Biology and Public Health	2014
Licensed Nursing Assistant, NH License # 0465824 (inactive)	2011-2013

RELATED EXPERIENCE

International Association of Emergency Managers – Region 1 New Hampshire State Representative <ul style="list-style-type: none">• Maintain situational awareness of State legislative activity as it pertains to ongoing emergency management issues within the State;• Serve as a point of contact for IAEM members residing in the States and briefing IAEM members in the States on IAEM USA Region 1 Executive Committee activity;• Serve as a Liaison between the IAEM Region 1 and the States' Emergency Management Associations;• Lead efforts on G-2300 and G-191 course virtualization with Cumberland County, ME;• Co-lead of signature event design, planning, and coordination.	2021-Present
Foundation for Healthy Communities, Granite State Health Care Coalition Healthcare Coalition Exercise and Training Officer <ul style="list-style-type: none">• Provide pandemic incident response support, including data analytics, operational coordination, medical countermeasures and materiel coordination, temporary housing, information management, and communications in response to ESF-8.• Support the development and implementation of regionalized exercise, training, and education strategies for statewide health care coalition for the purposes of emergency preparedness planning, response, and recovery.• Provide technical assistance to health care coalition (HCC) members.• Review training needs of HCC members and develop strategies to meet training and exercise needs.• Assist HCC members in all aspects of exercise development and exercise implantation.• Assist the HCC Director and HCC Program Coordinator in completing all grant deliverables on-time.	2019 - Present

- Work with HCC Director and HCC Program Coordinator to manage all administrative tasks related to the project including internal and external financial and program reporting requirements.

Rivier University, Nashua, NH

Guest Lecturer

2017-2018

- Develop course content consistent with the educational objectives and goals outlined in course syllabuses. Topics include Community Health Assessments and Community Health Improvement Planning, Rapid Needs Assessments, including Community Assessment for Public Health Emergency Response (CASPER), Responder Safety and Health, Medical Surge and Surge Management, and Community Preparedness and Response

City of Nashua, Division of Public Health and Community Services

Public Health Emergency Preparedness Coordinator

2016- 2019

- Coordinate, integrate, and implement public health emergency preparedness and response plans and programs consistent with citywide policies and federal standards
- Facilitate collaboration and partnerships to ensure participation of key stakeholders in whole-community public health preparedness and response
- Identify and implement outreach and training opportunities for whole community emergency preparedness
- Respond to emergencies with public health impact and assist in connecting survivors with recovery assistance

Community Emergency Response Team Program Manager, Lead Instructor

2017- 2020

- Develop an effective course structure that maximizes learning
- Deliver appropriate course content consistent with national curriculum
- Identify and support learning needs of adults and adolescents

City of Nashua, Office of Emergency Management

Emergency Management Coordinator

Jan – Aug 2016

- Develop and complete emergency operations plans, continuity of operations plans, and standard operating procedures
- Organize and assist with Community Emergency Response Team basic training, exercises, and continuing education
- Serve as liaison for regional emergency preparedness conferences and meetings to the Office of Emergency Management

Intern

Aug - Dec 2015

- Develop and enhance public-private partnerships and engage non-traditional responders to become part of whole-community emergency planning and response
- Research, develop, and implement a sustainable local Voluntary Organizations Active in Disaster (VOAD) program

The Laurel Center (Now Bedford Nursing and Rehab), Bedford, NH

Licensed Nursing Assistant, Per-Diem

2012-2013

- Provide care and assistance with activities of daily living for residents with a range of health conditions within scope of practice for a NH licensed nursing assistant.

- Maintain patient health confidentiality, care plan documentation, and patient notes
- Implement and maintain appropriate infection control standards
- Adhere to policies and procedures relative to patient and life safety up to appropriate level

PRESENTATIONS AND PUBLICATIONS

<i>"2019 Novel Coronavirus: Extended Response After Action Report and Executive Summary"</i> As part of the Granite State Health Care Coalition	2021
<i>"2019 Novel Coronavirus Response Mid-Event After Action Report and Executive Summary"</i> As part of the Granite State Health Care Coalition	2021
<i>"Introducing the Resilient Nashua Toolkit: An Online Dashboard for Promoting Whole Community Preparedness and Resiliency through Emergency Planning"</i> Presented at the NACCHO Preparedness Summit in St. Louis, MO	2019
<i>"Ensuring Access After Emergencies Through Emergency Preparedness Education and Continuity of Operations Planning in Substance Use Disorder Medical Treatment Facilities in Nashua, NH"</i> Poster to be presented at the American Public Health Association Annual Conference in San Diego, CA.	2018
<i>"A Regional Approach to Meeting the CMS Final Preparedness Rule Requirements: Nashua Regional Healthcare Preparedness Tabletop Exercise"</i> Speaker at the National Association of County and City Health Officials (NACCHO) Preparedness Summit - Atlanta, GA	2018
<i>"Translating National and State Recovery Assets in Local Emergency Preparedness, Response, and Recovery Frameworks: Nashua Voluntary Organizations Active in Disaster"</i> Poster presented at the National Association of County and City Health Officials (NACCHO) Preparedness Summit- Atlanta, GA	2018
<i>"Leveraging the CASPER Emergency Response Protocols to Identify Opportunities for Community-Based Preparedness Interventions that Enhance Disaster Resiliency"</i> Poster presented at the National Association of County and City Health Officials (NACCHO) Preparedness Summit- Atlanta, GA	2018
<i>"Municipal Voluntary Organizations Active in Disaster (VOAD): Building Local Disaster Resiliency through Public-Private Partnerships"</i> Poster presented at the MCPHS University Graduate Poster Session – Boston, MA	2016

MEMBERSHIPS AND ASSOCIATIONS

International Association of Emergency Managers (IAEM) – Region 1	2016- Present
Phi Kappa Phi National Honor Society ΦΚΦ	2016- Present
Nashua CERT Advisory Board	2017- Present
The National Society of Leadership and Success ΣΑΠ	2021
<ul style="list-style-type: none"> • Fundamentals of Leadership Certificate • Advanced Leadership Certificate 	



Foundation for
Healthy Communities
Job Description

Title: Health Care Coalition Planning Position

Reports to: Health Care Coalition Director

Purpose: Responsible for supporting the development, training, and review of emergency operation plans (EOP) for Granite State Health Care Coalition (GSHCC) member organizations. The purpose of this position will be to provide a resource to GSHCC member organizations to assist them in completing and enhancing their EOP's through concise, accurate, and appropriate plan development for the organization size and scope of operation. Plans developed will meet requirements of CMS, other certifying agencies, and state healthcare licensing. This position will supplement existing GSHCC Staff for the purposes of emergency preparedness planning, response, and recovery following the requirements outlined in a contract between the Foundation for Healthy Communities and the NH Department of Health and Human Services.

FLSA Status: Full-time/Exempt/Salaried

Essential Duties and Responsibilities:

- Provide technical assistance to health care coalition (HCC) members.
- Work with HCC Director to monitor implementation of HCC contract requirements including keeping abreast of federal and state requirements.
- Review EOP compliance needs of HCC members and develop strategies to meet training and plan development needs.
- Maintain accurate and up-to-date contact information for HCC membership.
- Prepare and distribute meeting announcements, agendas, minutes and correspondence for a variety of groups and subcommittees as needed.
- Work with subcontractors/vendors as needed.
- Work with HCC Director and HCC Staff to manage all administrative tasks related to the project including internal and external financial and program reporting requirements.
- Assist the HCC Director and HCC Staff in completing all grant deliverables on-time.
- Assist in writing of grants, exercises, training regimens, or other types of plans or documents as needed by ESF8, GSHCC Team, or GSHCC member organizations.

Required Skills and Knowledge:

- Bachelor's degree or higher, previous plan emergency operation plan writing experience. Past work and exercise experience is considered in supplement to the above.
- Minimum five years' experience in EOP development, design and writing. Understanding of CPG-101 guidance desired.
- Experience or knowledge of CMS and other federal and state regulatory rules governing healthcare desired.
- Project Management experience and skills is desired.
- Excellent organizational skills, an aptitude for detailed problem solving and ability to meet all deadlines.

- Ability to work both independently and in a team oriented collaborative environment, ability to establish effective interpersonal relationships at all levels with external organizations and with internal staff.
- Strong verbal and written communication skills.
- Adherence to confidentiality requirements.
- Some in-state and out-of-state travel is required.
- May be required to assist ESF8 or GSHCC Team during operational response for real-world events.
- Computer skills including proficiency in Microsoft Office applications.

The Foundation for Healthy Communities is located at 125 Airport Road in Concord NH.
Please send cover letter and resume to XXXXX, emailXXXX, by no later than XX/XX/XXXX.

DRAFT

Foundation for Healthy CommunitiesKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Scott Nichols	Senior Director, Granite State Health Care Coalition	\$91,954.83	100%	\$91,954.83
Shaylin Lipman	Coordinator, Granite State Health Care Coalition	\$67,530.86	100%	\$67,530.86
Chelsea St. George	Exercise and Training Officer, Granite State Health Care Coalition	\$63,654.19	100%	\$63,654.19
Open	Planner, Granite State Health Care Coalition	\$62,500.00	100%	\$62,500.00