



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE 12 mac  
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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301  
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June 25, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, to enter into a **retroactive sole source** agreement with New Hampshire Hospital Association, Vendor #160051-B001, 125 Airport Road, Concord, NH 03301, to provide fiscal agent services to provide fiscal agent/coordinating services for NH hospitals to maintain statewide preparedness in responding to the Ebola Virus Disease and other high-threat infectious diseases, in an amount not to exceed \$409,436.17, **retroactive** to July 1, 2017, effective upon date of Governor and the Executive Council approval through May 17, 2020. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2019 and are anticipated to be available in State Fiscal Year 2020, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval from Governor and Executive Council, if needed and justified.

**05-95-90-902510-50840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, EBOLA**

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	90077735	\$367,486.00
2020	102-500731	Contracts for Prog Svc	90077735	\$41,950.17
			<b>Total:</b>	<b>\$409,436.17</b>

### EXPLANATION

In 2015, the Department contracted with the New Hampshire Hospital Association (NHHA) using new supplemental federal Ebola Virus Disease funds to provide funding to individual hospitals to build healthcare system preparedness for Ebola Virus Disease and other high-threat infectious diseases. Although the grant from Centers for Disease Control and Prevention covered a five (5) year period, the contract with the NHHA was for a two (2) year period (in error). This request is retroactive in order for the NHHA to reimburse three (3) hospitals for services rendered beyond the initial two (2) year contract period. These hospitals provided services with the understanding that funding would be available through May 17, 2020 without a break in services (Androscoggin Valley Hospital, Dartmouth Hitchcock Medical Center and Wentworth-Douglas Hospital).

As requested by the Department, the 2015 contract funds were provided to the hospitals by the NHHA in one lump-sum advance payment. The hospitals were told by NHHA and by the Division of Public Health Services (in a letter from NHHA to the hospitals and approved by a former Division of Public Health Services Director), that they could use these funds over the next five (5) year period. The hospitals were required to track the funds and report how the funds were used to the NHHA every six (6) months.

In anticipation of the contract expiring on June 30, 2017, discussions occurred between the NHHA and the Department to determine how fund balances would be monitored through the end of the federal funding period of May 17, 2020. It was determined at that time by the Department, that payment to the hospitals in advance (versus on a reimbursement basis) was not allowable under federal uniform guidance. In order to correct this issue, the hospitals returned the balance of funds. They were informed by the Department that they would have access to these funds on a reimbursement basis through May 17, 2020. A new retroactive contract is necessary to continue to make these funds available through the intended five (5) year grant period. The corrective actions listed above including time needed for extensive review, development and implementation of corrective action resulted in extensive delays in moving this contract forward.

Note: The original contract language was confusing. In one instance the contract language allowed NHHA to provide payment in one lump-sum and in another instance, it identified the requirement for reimbursement based payment.

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

A **retroactive** agreement is necessary as the intent of the federal funds in the original agreement was to provide five (5) years of funding to all twenty-six (26) acute care hospitals. Of the twenty-six (26) hospitals that received the initial funding, fourteen (14) have a balance of funds. Three of these hospitals (as listed above) have continued to incur expenses (including personnel) during the lapse in contract with the expectation that they would receive funding through May 17, 2020 (as was intended by the federal grant award and stated in the original subrecipient agreements with the NHHA in 2015).

This agreement is **sole source** because New Hampshire Hospital Association was specified in the federal grant application/award as the contractor for coordinating activities with the hospitals. Additionally, this vendor is best suited to serve in this capacity given their

relationship with hospitals in the state, and the subrecipient agreements they have already executed with each hospital during the prior contract. The vendor will not receive compensation to serve in this fiscal agent role (all contract funds are allocated to hospitals).

The vendor will act as a fiscal/coordinating agent and will administer funds allocated to each hospital in accordance with federal grant and state contract requirements (including retroactive payment). Participating hospitals will use the funding to support personnel, supplies, equipment, training and exercises to assure a coordinated statewide response to high-threat infectious diseases in order to protect the public and appropriately and safely provide care to patients infected with such diseases. These hospital activities are critical to the New England region's tiered strategy for responding to the Ebola Virus Disease and other high-threat infectious diseases. The federal funds and required grant activities continue through May 17, 2020.

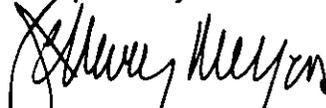
Should Governor and Executive Council not authorize this Request, hospitals throughout New Hampshire will be less equipped to appropriately manage a high-threat infectious disease patient, prevent additional spread of the disease, and the level of coordination between hospitals. In the event of a high-threat infectious disease, New Hampshire hospitals may not be able to respond with a higher level of readiness and coordination, statewide.

Area served: Statewide.

Source of Funds: 100% Federal Funds from Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities, Department of Health and Human Services, Office of the Secretary, Catalog of Federal Domestic Assistance (CFDA) #93.817, Federal Award Identification Number (FAIN) #U3REP150490

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

Respectfully submitted,



Lisa M. Morris, MSSW  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

Subject: Ebola Preparedness (SS-2018-DPHS-13-EBOLA)

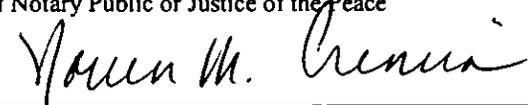
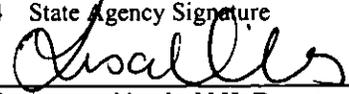
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Hospital Association		1.4 Contractor Address 125 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number 603-225-0900	1.6 Account Number 05-095-090-902510-50840000-102-500731	1.7 Completion Date 5/17/2020	1.8 Price Limitation \$409,436.17
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathy Bizarro-Thunberg Executive Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merriam</u> On <u>Feb. 26, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Notary M. Cremona Program &amp; Grants Manager</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/2/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

Contractor Initials VAST  
Date 2/26/19

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

### 2. Scope of Work

- 2.1. The Contractor shall provide disbursement support to assist The Department in establishing a statewide strategy to respond to Ebola and other HTID related events in collaboration with the Department.
- 2.2. The Contractor shall conduct fiscal agent duties through administering allocated funding to each identified hospital in the amounts specified in Exhibit B-1, "Additional Method and Conditions Precedent to Payment Allocation", in accordance with all Federal grant and State contract requirements. Fiscal agent duties, include but are not limited to:
  - 2.2.1. Collecting invoices from participating hospitals; and
  - 2.2.2. Reviewing invoices, to ensure all expenses are allowable; and,
  - 2.2.3. Reimbursing two (2) Assessment Hospitals and twelve (12) Frontline Hospitals for allowable activities and expenses related to Ebola and other HTID; and
  - 2.2.4. Withholding reimbursement upon notification from The Department that the hospital has not met a Sub-Recipient Agreement requirement.
- 2.3. The Contractor shall develop, distribute and execute a "Sub-Recipient Agreement" to be established between the Contractor and the Hospitals identified in Exhibit B-1, "Additional Method and Conditions Precedent to Payment Allocation", that defines:
  - 2.3.1. Sub recipient criteria for receiving funding.
  - 2.3.2. Allowable uses of funding which include, but are not limited to:
    - 2.3.2.1. Providing hospital-level training of staff, specifically focusing on health care worker safety when caring for an Ebola/HTID patient (e.g., PPE donning/doffing, rapid identification and isolation of a patient, safe treatment protocols, and the integration of behavioral health support) and early



Exhibit A

- recognition, isolation, and activation of the facility's Ebola/HTID plan.
- 2.3.2.2. Conducting annual exercises (including after action reviews and corrective action plans), including first encounter drills for Ebola (and other HTIDs), patient transport exercises, and patient care simulations.
  - 2.3.2.3. Purchasing PPE in accordance with Centers for Disease Control guidelines, and share, in real time, situational awareness regarding their PPE models/types and supply levels with their Health Care Coalitions (HCCs).
  - 2.3.2.4. Receiving and participating in training; peer review, and an assessment of their readiness from the National Training and Education Center to ensure adequate preparedness and trained clinical staff knowledgeable in treating patients with Ebola/HTIDs in the U.S.
  - 2.3.2.5. Reconfiguring patient flow in the emergency department to provide isolation capacity for Patients Under Investigation (PUI) for Ebola and other potential HTID patients.
  - 2.3.2.6. Retrofitting inpatient care areas for enhanced infection control (e.g., donning/doffing rooms).
  - 2.3.2.7. Establishing dedicated space and procuring separate equipment and supplies for clinical laboratories for Ebola/HTIDs.
  - 2.3.2.8. Ensuring capability to handle Ebola-contaminated or other highly-contaminated infectious waste.
  - 2.3.2.9. Adjusting Electronic Health Records (EHRs) to ensure prompt staff screening for patients' travel histories and newly emerging diseases.
- 2.3.3. Amount of funds available.
  - 2.3.4. Fiscal agent duties and responsibilities.
  - 2.3.5. Hospital financial duties and responsibilities.
  - 2.3.6. Hospital reporting duties and responsibilities, as identified in Section 3 "Reporting"
- 2.4. The Contractor shall ensure Frontline Hospitals request reimbursement of program-related expenses on a quarterly basis;
  - 2.5. The Contractor shall ensure Assessment Hospitals request reimbursement of program-related expenses monthly;
  - 2.6. The Contractor shall ensure unspent funds identified in Exhibit B-1, "Additional Method and Conditions Precedent to Payment Allocation", Ebola



Exhibit A

Allocation are only reimbursed in support of the coordination of a statewide response to Ebola or other infectious diseases. The Contractor shall:

- 2.6.1. Submit a written request to the Department that outlines how unspent funds will be utilized by the Contract upon release of funding by the Department.
- 2.6.2. Ensure funds requested are utilized for services/activities/items that ensure the appropriate and safe care of patients with infectious diseases, which may include but are not limited to:
  - 2.6.2.1. Salaries for support personnel.
  - 2.6.2.2. Supplies.
  - 2.6.2.3. Equipment.
  - 2.6.2.4. Training and exercises
  - 2.6.2.5. Ensure the written request to the Department includes, but is not limited to:
    - 2.6.2.6. The name of the hospital returning unspent funds.
    - 2.6.2.7. The amount of funding that is unspent.
    - 2.6.2.8. The reason the funds were not accepted, utilized, or accessed.
    - 2.6.2.9. How the Contract intends to utilize unspent funding.
- 2.7. The Contractor shall submit a written workplan for utilizing unspent funds, to the Department within 5 business days of receiving Department approval to access the unspent funds.

### 3. Reporting

- 3.1. The Contractor shall submit monthly reports to the Department on hospital funds expended and reimbursed. The Contractor shall ensure monthly reports include, but are not limited to:
  - 3.1.1. Summaries of expenses incurred by each hospital.
- 3.2. The Contractor shall formally communicate, as a part of its Sub-Recipient Agreement, that, in order to receive funding, hospitals must provide the following reporting metrics to The Department:
  - 3.2.1. Timely and complete submission of interim and final reports in accordance with CFDA # 93.817 Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities.
  - 3.2.2. Frontline Hospitals:
    - 3.2.2.1. The time, in minutes, for a hospital's notification to DHHS of the need for inter-facility transfer of a patient with suspect Ebola, to the arrival of a staffed and equipped EMS/inter-



Exhibit A

facility transport unit to an assessment hospital, as evidenced by a no-notice exercise (Objective:  $\leq$  4 hours).

3.2.3. Assessment Hospitals:

- 3.2.3.1. Report the time, in minutes, it takes a hospital to identify and isolate a patient with EVD or other HTID (e.g., MERS-CoV, measles, etc.) following emergency department triage, as evidenced by a real-world case or no-notice exercise (Objective:  $\leq$  5 minutes);
- 3.2.3.2. Report the time, in minutes, it takes from a hospital's notification to DHHS of the need for inter-facility transfer of a patient with confirmed EVD/HTID to the arrival of a staffed and equipped EMS/inter-facility transportation unit, as evidenced by a no-notice exercise (Objective:  $\leq$  4 hours);
- 3.2.3.3. Report the percent of designated EVD/HTID hospital staff necessary to implement the facility's EVD plan that has been trained (Objective:  $\leq$  100%);
- 3.2.3.4. Report the time it takes for the initial on-call team to report to the unit upon notification of an incoming Ebola patient, as evidenced by a real-world event or no-notice exercise (Objective:  $\leq$  4 hours); and
- 3.2.3.5. Report on other EVD and HTID performance measures that may evolve and continue to be developed for the term of the Agreement.

3.3. The Contractor shall provide copies of Hospital Sub-Recipient agreements to the Department within ten (10) days of receiving each agreement.

**4. Performance Measures**

- 4.1. The Contractor shall reimburse hospitals for allowable expenses only.
- 4.2. The Contractor shall reimburse hospitals within thirty (30) days of the receipt of an allowable invoice.



## Exhibit B

### Method and Conditions Precedent to Payment

1. Funding for this contract is made available through the Catalogue for Domestic Assistancess (CFDA) # 93.817, U.S. Department of Health & Human Services, Office of the Secretary, Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities.
2. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. The Contractor shall distribute funds available through this contract in accordance with Exhibit B-1, "Additional Method and Conditions Precedent to Payment Allocation".
4. Payment for said services shall be made monthly as follows:
  - 4.1. Invoice and monthly report describing summary of activities shall be submitted to the Finance Administrator, Bureau of Infectious Disease Control
  - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
  - 4.3. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov), or invoices may be mailed to:  
  
Finance Administrator  
Bureau of Infectious Disease Control  
Division of Public Health Services  
NH Department of Health and Human Services  
29 Hazen Drive, Concord, NH 03301
- 4.5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget items, in Exhibit B-1, Additional Method and Conditions Precedent to Payment Allocation, within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council, if needed and justified.



## **Additional Method and Conditions Precedent to Payment Allocation**

- 1.1. The Contractor shall allocate funding to identified hospitals who are in agreement with providing coordinated response to Ebola and other infectious diseases.
- 1.2. The Contractor shall allocate funding as follows:
  - 1.2.1. Androscoggin Valley Hospital, Berlin, NH: \$14,191.00
  - 1.2.2. Cheshire Medical Center, Keene, NH: \$15,000.00
  - 1.2.3. Cottage Hospital, Haverhill, NH: \$11,544.43
  - 1.2.4. Dartmouth Hitchcock Medical Center, Lebanon, NH: \$125,847.39
  - 1.2.5. Frisbie Memorial Hospital, Rochester, NH: \$158,920.11
  - 1.2.6. Huggins Hospital, Wolfeboro, NH: \$10,378.05
  - 1.2.7. Littleton Regional Hospital, Littleton, NH: \$267.37
  - 1.2.8. Memorial Hospital, North Conway, NH: \$15,000.00
  - 1.2.9. Parkland Medical Center, Derry, NH: \$1,812.78
  - 1.2.10. St. Joseph Hospital, Nashua, NH: \$12,541.43
  - 1.2.11. Speare Memorial Hospital, Plymouth, NH: \$7,761.47
  - 1.2.12. Upper Connecticut Valley Hospital, Colebrook, NH: \$13,801.60
  - 1.2.13. Valley Regional Hospital, Claremont, NH: \$15,000.00
  - 1.2.14. Wentword-Douglass Hospital, Dover, NH: \$7,370.54
- 1.3. The Contractor shall ensure hospitals identified in Exhibit B-1, Additional Method and Conditions Precedent to Payment Allocation utilize funding for allowable expenses, which include but are not limited to:
  - 1.3.1. Personnel, travel, supplies, and services, such as contractual, except where noted below in funding restrictions.
  - 1.3.2. In addition to the costs associated directly with the activities above, hospitals may use funds to participate in Ebola and HTID related meetings and other activities that were necessary in order to participate in this program.
- 1.4. The Contractor shall ensure all subrecipient agreements include the following funding restrictions:
  - 1.4.1. Recipients may not use funds for clinical care.



- 1.4.2. Recipients may not use funds to advocate or promote gun control, to fund research or lobbying or fund raising activities, or to purchase vehicles.
- 1.4.3. Recipients may not use funds to carry out any program of distributing sterile needles or syringes for hypodermic injections of any illegal drug.
- 1.4.4. Recipients may not generally use HHS/ASPR/HPP funding for the purchase of furniture. Any such proposed spending requires federal approval.
- 1.4.5. Personnel salaries may not exceed the rate of \$181,500 USD per year.
- 1.4.6. Recipients may not use funds for salaries for back filling of personnel.
- 1.4.7. Funding under these awards may only be used for minor Alteration and Renovation (A&R) activities. Construction and major A&R activities are not permitted. A&R of real property generally is defined as work required to change the interior arrangements or installed equipment in an existing facility so that it may be more effectively utilized for its currently designated purpose or be adapted for an alternative use to meet a programmatic requirement. The work may be categorized as improvement, conversion, rearrangement, rehabilitation, remodeling, or modernization, but it does not include expansion, new construction, development, or repair of parking lots, or activities that would change the "footprint" of an existing facility (e.g., relocation of existing exterior walls, roofs, or floors; attachment of fire escapes). Minor A&R may include activities and associated costs that will result in:
  - 1.4.7.1. Changes to physical characteristics (interior dimensions, surfaces, and finishes); internal environments (temperature, humidity, ventilation, and acoustics); or utility services (plumbing, electricity, gas, vacuum, and other laboratory fittings);
  - 1.4.7.2. Installation of fixed equipment (including casework, fume hoods, large autoclaves, biological safety cabinets);
  - 1.4.7.3. Replacement, removal, or reconfiguration of interior non-load bearing walls, doors, framed, or windows in order to place equipment in a permanent location;
  - 1.4.7.4. Making unfinished shell space suitable for purposes other than human occupancy, such as storage of pharmaceuticals; or,
  - 1.4.7.5. Alterations to meet requirements for accessibility by physically disabled individuals.



**SPECIAL PROVISIONS**

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

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



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. This Contract is retroactively effective from July 1, 2017 through May 17, 2020; upon Governor and Counsel approval.
4. The Division reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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.

Contractor Name:

2/26/18  
Date

Kathy Bizarro-Thunberg  
Name: Kathy Bizarro-Thunberg  
Title: Executive Vice President



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

2/26/18  
Date

Kathy A. Bizarro-Thunberg  
Name: Kathy Bizarro-Thunberg  
Title: Executive Vice President



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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

2/26/18  
Date

Kathy A. Bizarro-Thunberg  
Name: Kathy Bizarro-Thunberg  
Title: Executive Vice President



**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

KABT

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:

2/26/18  
Date

Kathy A. Bizarfo-Thunberg  
Name: Kathy Bizarfo-Thunberg  
Title: Executive Vice President

Exhibit G

Contractor Initials KBT

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



**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:

2/26/18  
Date

Kathy A. Bizarro Thunberg  
Name: Kathy Bizarro Thunberg  
Title: Executive Vice President



Exhibit I

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

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

(1) **Definitions.**

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

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Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

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Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

New Hampshire Hospital Association

The State

Name of the Contractor

Lisa Morris  
Signature of Authorized Representative

Kathy A. Bizarro-Thunberg  
Signature of Authorized Representative

LISA MORRIS  
Name of Authorized Representative

Kathy Bizarro-Thunberg  
Name of Authorized Representative

Director, DPHS  
Title of Authorized Representative

Executive Vice President  
Title of Authorized Representative

4/6/18  
Date

2/26/18  
Date

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

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

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

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

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

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

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

Contractor Name:

2/26/18  
Date

Kathy Bizarro-Thunberg  
Name: Kathy Bizarro-Thunberg  
Title: Executive Vice President



**FORM A**

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

1. The DUNS number for your entity is: 14-426-5733
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?

XX 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: _____



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes; but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
      - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

# New Hampshire Department of Health and Human Services



## Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. 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 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.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE HOSPITAL ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 26, 1967. 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: 63942



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of February A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



CERTIFICATE OF VOTE/AUTHORITY

I, Stephen LeBlanc, of the New Hampshire Hospital Association, do hereby certify that:

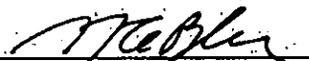
1. I am the duly elected Chair of the New Hampshire Hospital Association;
2. The following are true copies of two resolutions duly adopted by action of unanimous consent of the Board of Trustees of the New Hampshire Hospital Association, duly adopted on February 23, 2018;

RESOLVED: That this corporation, the New Hampshire Hospital Association, 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 President or the Executive Vice President for the New Hampshire Hospital Association 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. Stephen Ahnen is the duly appointed President and Kathy Bizarro-Thunberg is the duly appointed Executive Vice President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of February 26, 2018.

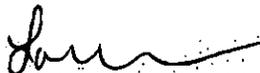
IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the New Hampshire Hospital Association this 26<sup>th</sup> day of February, 2018.

  
\_\_\_\_\_  
Stephen LeBlanc, Chair

STATE OF NH  
COUNTY OF Grafton

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February 2018 by Stephen LeBlanc.



  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: April 19, 2022



NEWHAMP-02

LHANNON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/3/2018

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).

<b>PRODUCER</b> License # 1780862 HUB International New England 299 Ballardvale Street Wilmington, MA 01887	<b>CONTACT NAME:</b> Dan Joyal	
	<b>PHONE (A/C, No, Ext):</b> (774) 233-6208	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> dan.joyal@hubinternational.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hartford Casualty Insurance Company		29424
<b>INSURER B:</b> Twin City Fire Insurance Company		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**

New Hampshire Hospital Association  
 Attn: Linda Levesque  
 125 Airport Road  
 Concord, NH 03301

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08SBVW2923	06/22/2018	06/22/2019	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 - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBVW2923	06/22/2018	06/22/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECIV5293	06/22/2018	06/22/2019	PER STATUTE    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.

<b>CERTIFICATE HOLDER</b>  State of NH, DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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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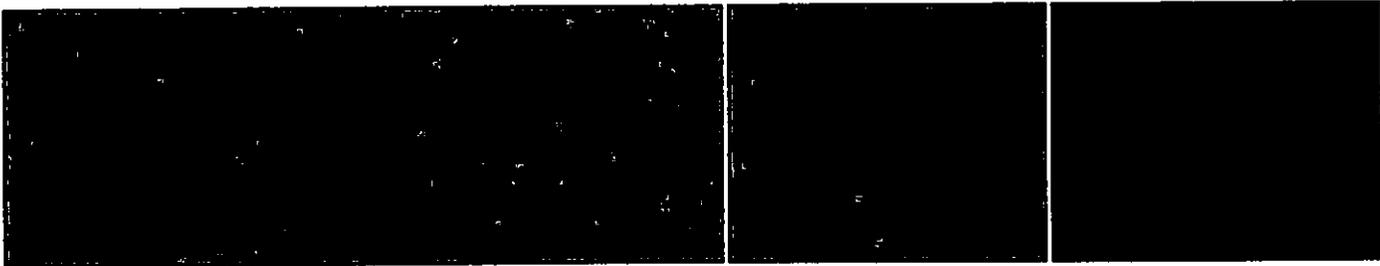


## **NHHA's Vision for New Hampshire**

The NHHA vision is to be THE leading and respected voice for hospitals and health care delivery systems in New Hampshire working together to deliver compassionate, accessible, high quality, financially sustainable health care to the patients and communities they serve.

## **Our Mission**

The NHHA mission is to provide leadership through advocacy, education and information in support of its member hospitals and health care delivery systems in delivering high quality health care to the patients and communities they serve.



**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

**December 31, 2016 and 2015**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Trustees  
New Hampshire Hospital Association

### **Report on the Consolidated Financial Statements**

We have audited the accompanying consolidated financial statements of New Hampshire Hospital Association and Affiliates (the Association), which comprise the consolidated statements of financial position as of December 31, 2016 and 2015, and the related consolidated statements of activities and changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

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

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

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

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

**Opinion**

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

**Other Matter**

Our audits were made for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information contained in Schedules 1 and 2 is presented for purposes of additional analysis, rather than to present the financial position and change in unrestricted net assets of the individual entities, and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated June 8, 2017 on our consideration of the Association's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 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 Association's internal control over financial reporting and compliance.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
June 8, 2017

**NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES**

**Consolidated Statements of Financial Position**

**December 31, 2016 and 2015**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 1,175,587	\$ 1,097,219
Accounts receivable	937,587	1,122,057
Prepaid expenses	<u>25,110</u>	<u>20,884</u>
Total current assets	2,138,284	2,240,160
Investments	2,193,018	2,031,783
Property and equipment, net	295,434	308,751
Other assets	<u>997,290</u>	<u>997,290</u>
Total assets	\$ <u>5,624,026</u>	\$ <u>5,577,984</u>

**LIABILITIES AND NET ASSETS**

Current liabilities and total liabilities		
Accounts payable	\$ 575,615	\$ 651,195
Accrued payroll and related amounts	133,599	129,911
Deferred revenue	<u>72,600</u>	<u>74,754</u>
Total current liabilities and total liabilities	<u>781,814</u>	<u>855,860</u>
Net assets		
Unrestricted		
Operating	3,780,412	3,447,746
Internally designated	<u>136,567</u>	<u>-</u>
Total unrestricted	3,916,979	3,447,746
Temporarily restricted	<u>925,233</u>	<u>1,274,378</u>
Total net assets	<u>4,842,212</u>	<u>4,722,124</u>
Total liabilities and net assets	\$ <u>5,624,026</u>	\$ <u>5,577,984</u>

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

**NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES**

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

Year Ended December 31, 2016

	Unrestricted			Temporarily Restricted	Total
	<u>Operating</u>	<u>Internally Designated</u>	<u>Total</u>		
Revenues					
Membership dues	\$ 1,514,144	\$ -	\$ 1,514,144	\$ -	\$ 1,514,144
Foundation support	363,120	-	363,120	-	363,120
Program revenue	1,285,478	-	1,285,478	-	1,285,478
Seminars, meetings, and workshops	199,065	-	199,065	-	199,065
Rental income	56,681	-	56,681	-	56,681
Interest and dividend income	48,251	-	48,251	-	48,251
Miscellaneous	60,260	-	60,260	-	60,260
Grant revenue	-	-	-	813,575	813,575
Net assets released from restrictions	<u>1,026,153</u>	<u>136,567</u>	<u>1,162,720</u>	<u>(1,162,720)</u>	<u>-</u>
Total revenues	<u>4,553,152</u>	<u>136,567</u>	<u>4,689,719</u>	<u>(349,145)</u>	<u>4,340,574</u>
Expenses					
Salaries and related payroll	2,405,949	-	2,405,949	-	2,405,949
Other operating	259,709	-	259,709	-	259,709
Program services	1,490,610	-	1,490,610	-	1,490,610
Seminars, meetings, and workshops	188,877	-	188,877	-	188,877
Depreciation	<u>51,642</u>	<u>-</u>	<u>51,642</u>	<u>-</u>	<u>51,642</u>
Total expenses	<u>4,396,787</u>	<u>-</u>	<u>4,396,787</u>	<u>-</u>	<u>4,396,787</u>
Change in net assets from operations	156,365	136,567	292,932	(349,145)	(56,213)
Net realized and unrealized gain on investments	<u>176,301</u>	<u>-</u>	<u>176,301</u>	<u>-</u>	<u>176,301</u>
Total change in net assets	332,666	136,567	469,233	(349,145)	120,088
Net assets, beginning of year	<u>3,447,746</u>	<u>-</u>	<u>3,447,746</u>	<u>1,274,378</u>	<u>4,722,124</u>
Net assets, end of year	<u>\$ 3,780,412</u>	<u>\$ 136,567</u>	<u>\$ 3,916,979</u>	<u>\$ 925,233</u>	<u>\$ 4,842,212</u>

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

**NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES**

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

**Year Ended December 31, 2015**

	Unrestricted			Temporarily Restricted	Total
	Operating	Internally Designated	Total		
<b>Revenues</b>					
Membership dues	\$ 1,419,087	\$ -	\$ 1,419,087	\$ -	\$ 1,419,087
Foundation support	363,120	-	363,120	-	363,120
Program revenue	2,162,130	-	2,162,130	-	2,162,130
Seminars, meetings, and workshops	216,231	-	216,231	-	216,231
Rental income	70,304	-	70,304	-	70,304
Interest and dividend income	45,320	-	45,320	-	45,320
Miscellaneous	82,320	-	82,320	-	82,320
Grant revenue	-	-	-	1,223,908	1,223,908
Net assets released from restrictions	<u>1,189,189</u>	<u>-</u>	<u>1,189,189</u>	<u>(1,189,189)</u>	<u>-</u>
<b>Total revenues</b>	<u>5,547,701</u>	<u>-</u>	<u>5,547,701</u>	<u>34,719</u>	<u>5,582,420</u>
<b>Expenses</b>					
Salaries and related payroll	2,419,294	-	2,419,294	-	2,419,294
Other operating	261,948	-	261,948	-	261,948
Program services	2,651,082	-	2,651,082	-	2,651,082
Seminars, meetings, and workshops	172,200	-	172,200	-	172,200
Depreciation	<u>55,867</u>	<u>-</u>	<u>55,867</u>	<u>-</u>	<u>55,867</u>
<b>Total expenses</b>	<u>5,560,391</u>	<u>-</u>	<u>5,560,391</u>	<u>-</u>	<u>5,560,391</u>
<b>Change in net assets from operations</b>	(12,690)	-	(12,690)	34,719	22,029
<b>Net realized and unrealized loss on investments</b>	<u>(90,540)</u>	<u>-</u>	<u>(90,540)</u>	<u>-</u>	<u>(90,540)</u>
<b>Total change in net assets</b>	(103,230)	-	(103,230)	34,719	(68,511)
<b>Net assets, beginning of year</b>	<u>3,550,976</u>	<u>-</u>	<u>3,550,976</u>	<u>1,239,659</u>	<u>4,790,635</u>
<b>Net assets, end of year</b>	<u>\$ 3,447,746</u>	<u>\$ -</u>	<u>\$ 3,447,746</u>	<u>\$ 1,274,378</u>	<u>\$ 4,722,124</u>

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

**NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES**

**Consolidated Statements of Cash Flows**

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

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 120,088	\$ (68,511)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	51,642	55,867
Net realized and unrealized (gain) loss on investments	(176,301)	90,540
Decrease (increase) in		
Accounts receivable	184,470	(159,981)
Prepaid expenses	(4,226)	3,534
Increase (decrease) in		
Accounts payable	(75,580)	20,924
Accrued payroll and related amounts	3,688	14,775
Deferred revenue	<u>(2,154)</u>	<u>(135,240)</u>
Net cash provided (used) by operating activities	<u>101,627</u>	<u>(178,092)</u>
Cash flows from investing activities		
Acquisition of equipment	(38,325)	-
Purchases of investments	(107,967)	(506,696)
Proceeds from sale of investments	<u>123,033</u>	<u>524,580</u>
Net cash (used) provided by investing activities	<u>(23,259)</u>	<u>17,884</u>
Net increase (decrease) in cash and cash equivalents	78,368	(160,208)
Cash and cash equivalents, beginning of year	<u>1,097,219</u>	<u>1,257,427</u>
Cash and cash equivalents, end of year	<u>\$ 1,175,587</u>	<u>\$ 1,097,219</u>

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

# NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

## Notes to Consolidated Financial Statements

December 31, 2016 and 2015

### Organization

New Hampshire Hospital Association (the Association) was organized to assist its members in improving the health status of the people receiving healthcare in New Hampshire. The Association controls Foundation for Healthy Communities (the Foundation) and owns 100% of the stock of Health Shared Services, Inc. (HSSI). The Foundation was organized to conduct various activities relating to healthcare delivery process improvement, health policy, and the creation of healthy communities. HSSI provides shared services to healthcare institutions.

### 1. Summary of Significant Accounting Policies

#### Principles of Consolidation

The consolidated financial statements include the accounts of the Association and its controlled entities, the Foundation and HSSI. All significant intercompany balances have been eliminated.

#### Use of Estimates

The preparation of consolidated 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 consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Cash and Cash Equivalents

For purposes of reporting in the consolidated statements of cash flows, the Association and its controlled entities consider all bank deposits with an original maturity of three months or less to be cash equivalents.

#### Accounts Receivable

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

#### Investments

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

# NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

## Notes to Consolidated Financial Statements

December 31, 2016 and 2015

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 consolidated statements of financial position.

### **Property and Equipment**

Property and equipment are stated at cost. Depreciation is computed by the straight-line method at rates that are intended to amortize the cost of assets over their estimated useful lives.

### **Employee Fringe Benefits**

The Association and its controlled entities have 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 Association and its controlled entities accrue a liability for such paid leave as it is earned.

### **Revenue Recognition**

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

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

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

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

# NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

## Notes to Consolidated Financial Statements

December 31, 2016 and 2015

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

### Change in Net Assets from Operations

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

### Income Taxes

The Association and Foundation are not-for-profit corporations as described in Sections 501(c)(6) and 501(c)(3), respectively, of the Internal Revenue Code (the Code). The Association and Foundation are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code; however, the Association pays federal income taxes on unrelated business income. HSSI is a for-profit organization subject to federal and state income taxes.

### Subsequent Events

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

## 2. Investments

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

	<u>2016</u>	<u>2015</u>
Marketable equity securities	\$ 1,226,509	\$ 1,005,083
Mutual funds	<u>966,509</u>	<u>1,026,700</u>
	<u>\$ 2,193,018</u>	<u>\$ 2,031,783</u>

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2016 and 2015

3. **Property and Equipment**

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

	<u>2016</u>	<u>2015</u>
Land and land improvements	\$ 322,970	\$ 322,970
Building and building improvements	1,162,299	1,146,809
Furniture and equipment	<u>595,105</u>	<u>572,270</u>
	2,080,374	2,042,049
Less accumulated depreciation	<u>1,784,940</u>	<u>1,733,298</u>
Property and equipment, net	<u>\$ 295,434</u>	<u>\$ 308,751</u>

4. **Temporarily Restricted Net Assets**

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

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. Receipt of the grant and recognition of the related revenue is conditional upon incurring qualifying expenditures.

6. **Retirement Plan**

The Association and its controlled entities have a 401(k) profit-sharing plan that 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 Association. Retirement plan expense for 2016 and 2015 was \$84,372 and \$84,705, respectively.

7. **Rental Income**

The Association leases space in the building to several unrelated organizations. Rental income under such leases was \$54,174 and \$67,811 for the years ended December 31, 2016 and 2015, respectively. The Association also earned rental income of \$2,507 and \$2,493 in 2016 and 2015, respectively, by providing conference room space to unrelated organizations.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2016 and 2015

8. Income Taxes

HSSI has accumulated a net operating loss carryforward which will begin to expire in 2020 if not used. The Association has placed a 100 percent valuation allowance against any related deferred tax asset, due to uncertainty regarding its realization.

9. Functional Expenses

Expenses related to services provided to the Association's members and for the public interest are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 3,800,748	\$ 4,952,620
General and administrative	<u>596,039</u>	<u>607,771</u>
	<u>\$ 4,396,787</u>	<u>\$ 5,560,391</u>

10. Concentrations of Credit Risk

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

11. Fair Value Measurement

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

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

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

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

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

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

## **SUPPLEMENTARY INFORMATION**

## NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

## Consolidating Statements of Financial Position

December 31, 2016 and 2015

ASSETS	New Hampshire Hospital Association		Foundation for Healthy Communities		Health Shared Services, Inc.		Eliminations		Total	
	2016	2015	2016	2015	2016	2015	2016	2015	2016	2015
Current assets										
Cash and cash equivalents	\$ 507,847	\$ 505,350	\$ 640,669	\$ 564,698	\$ 27,071	\$ 27,171	\$ -	\$ -	\$ 1,175,587	\$ 1,097,219
Accounts receivable	328,496	153,212	609,091	968,845	-	-	-	-	937,587	1,122,057
Due from affiliate	45,600	47,313	90,780	60,520	-	-	(136,380)	(107,833)	-	-
Prepaid expenses	17,994	15,714	7,116	5,170	-	-	-	-	25,110	20,884
Total current assets	<u>899,937</u>	<u>721,589</u>	<u>1,347,656</u>	<u>1,599,233</u>	<u>27,071</u>	<u>27,171</u>	<u>(136,380)</u>	<u>(107,833)</u>	<u>2,138,284</u>	<u>2,240,160</u>
Investments	1,516,644	1,398,495	676,374	633,288	-	-	-	-	2,193,018	2,031,783
Property and equipment, net	283,053	304,058	12,381	4,693	-	-	-	-	295,434	308,751
Investment in subsidiary	40,000	40,000	-	-	-	-	(40,000)	(40,000)	-	-
Other assets	997,290	997,290	-	-	-	-	-	-	997,290	997,290
Total assets	<u>\$ 3,736,924</u>	<u>\$ 3,461,432</u>	<u>\$ 2,036,411</u>	<u>\$ 2,237,214</u>	<u>\$ 27,071</u>	<u>\$ 27,171</u>	<u>\$ (176,380)</u>	<u>\$ (147,833)</u>	<u>\$ 5,624,026</u>	<u>\$ 5,577,984</u>
<b>LIABILITIES AND NET ASSETS</b>										
Current liabilities and total liabilities										
Accounts payable	\$ 472,923	\$ 450,488	\$ 102,692	\$ 200,707	\$ -	\$ -	\$ -	\$ -	\$ 575,615	\$ 651,195
Accrued payroll and related amounts	84,760	77,577	48,839	52,334	-	-	-	-	133,599	129,911
Due to affiliate	90,780	60,520	45,600	47,313	-	-	(136,380)	(107,833)	-	-
Deferred revenue	52,690	-	19,910	74,754	-	-	-	-	72,600	74,754
Total current liabilities and total liabilities	<u>701,153</u>	<u>588,585</u>	<u>217,041</u>	<u>375,108</u>	<u>-</u>	<u>-</u>	<u>(136,380)</u>	<u>(107,833)</u>	<u>781,814</u>	<u>855,860</u>
Net assets										
Common stock	-	-	-	-	40,000	40,000	(40,000)	(40,000)	-	-
Unrestricted (deficit)										
Operating	3,035,771	2,872,847	757,570	587,728	(12,929)	(12,829)	-	-	3,780,412	3,447,746
Internally designated	-	-	136,567	-	-	-	-	-	136,567	-
Total unrestricted (deficit)	<u>3,035,771</u>	<u>2,872,847</u>	<u>894,137</u>	<u>587,728</u>	<u>(12,929)</u>	<u>(12,829)</u>	<u>-</u>	<u>-</u>	<u>3,916,979</u>	<u>3,447,746</u>
Temporarily restricted	-	-	925,233	1,274,378	-	-	-	-	925,233	1,274,378
Total net assets	<u>3,035,771</u>	<u>2,872,847</u>	<u>1,819,370</u>	<u>1,862,106</u>	<u>27,071</u>	<u>27,171</u>	<u>(40,000)</u>	<u>(40,000)</u>	<u>4,842,212</u>	<u>4,722,124</u>
Total liabilities and net assets	<u>\$ 3,736,924</u>	<u>\$ 3,461,432</u>	<u>\$ 2,036,411</u>	<u>\$ 2,237,214</u>	<u>\$ 27,071</u>	<u>\$ 27,171</u>	<u>\$ (176,380)</u>	<u>\$ (147,833)</u>	<u>\$ 5,624,026</u>	<u>\$ 5,577,984</u>

## NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

## Consolidating Statements of Unrestricted Activities and Changes in Net Assets (Deficit)

## Years Ended December 31, 2016 and 2015

	New Hampshire Hospital Association		Foundation for Healthy Communities		Health Shared Services, Inc.		Eliminations		Total	
	2016	2015	2016	2015	2016	2015	2016	2015	2016	2015
<b>Revenues</b>										
Membership dues	\$ 1,514,144	\$ 1,419,087	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,514,144	\$ 1,419,087
Foundation support	-	-	363,120	363,120	-	-	-	-	363,120	363,120
Program revenue	3,375	4,500	1,282,103	2,157,630	-	-	-	-	1,285,478	2,162,130
Seminars, meetings, and workshops	-	-	199,065	216,231	-	-	-	-	199,065	216,231
Rental income	106,184	126,137	-	-	-	-	(49,503)	(55,833)	56,681	70,304
Interest and dividend income	31,814	30,045	16,437	15,275	-	-	-	-	48,251	45,320
Miscellaneous	60,260	82,320	-	-	-	-	-	-	60,260	82,320
Net assets released from restriction	-	-	1,162,720	1,189,189	-	-	-	-	1,162,720	1,189,189
<b>Total revenues</b>	<b>1,715,777</b>	<b>1,662,089</b>	<b>3,023,445</b>	<b>3,941,445</b>	<b>-</b>	<b>-</b>	<b>(49,503)</b>	<b>(55,833)</b>	<b>4,689,719</b>	<b>5,547,701</b>
<b>Expenses</b>										
Salaries and related payroll	1,098,571	1,064,730	1,307,378	1,354,564	-	-	-	-	2,405,949	2,419,294
Other operating	173,703	164,736	135,409	152,895	100	150	(49,503)	(55,833)	259,709	261,948
Program services	358,712	432,324	1,131,898	2,218,758	-	-	-	-	1,490,610	2,651,082
Seminars, meetings, and workshops	-	-	188,877	172,200	-	-	-	-	188,877	172,200
Depreciation	47,913	53,079	3,729	2,788	-	-	-	-	51,642	55,867
<b>Total expenses</b>	<b>1,678,899</b>	<b>1,714,869</b>	<b>2,767,291</b>	<b>3,901,205</b>	<b>100</b>	<b>150</b>	<b>(49,503)</b>	<b>(55,833)</b>	<b>4,396,787</b>	<b>5,560,391</b>
Change in net assets from operations	36,878	(52,780)	256,154	40,240	(100)	(150)	-	-	292,932	(12,690)
Net realized and unrealized gain (loss) on investments	126,046	(62,987)	50,255	(27,553)	-	-	-	-	176,301	(90,540)
<b>Total change in unrestricted net assets</b>	<b>162,924</b>	<b>(115,767)</b>	<b>306,409</b>	<b>12,687</b>	<b>(100)</b>	<b>(150)</b>	<b>-</b>	<b>-</b>	<b>469,233</b>	<b>(103,230)</b>
Unrestricted net assets (deficit), beginning of year	2,872,847	2,988,614	587,728	575,041	(12,829)	(12,679)	-	-	3,447,746	3,550,976
<b>Unrestricted net assets (deficit), end of year</b>	<b>\$ 3,035,771</b>	<b>\$ 2,872,847</b>	<b>\$ 894,137</b>	<b>\$ 587,728</b>	<b>\$ (12,929)</b>	<b>\$ (12,829)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,916,979</b>	<b>\$ 3,447,746</b>

**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  
New Hampshire Hospital Association

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 consolidated financial statements of New Hampshire Hospital Association and Affiliates (the Association), which comprise the consolidated statement of financial position as of December 31, 2016, and the related consolidated statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated June 8, 2017.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered the Association's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, we do not express an opinion on the effectiveness of the Association'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 combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Association's consolidated 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 over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify a deficiency in internal control, described under finding 2016-001 in the accompanying consolidated schedule of findings and questioned costs, that we consider to be a material weakness.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Association's consolidated financial statements are free of 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 determination of consolidated financial statement amounts. 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*.

### **Association's Response to Finding**

The Association's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Association's response was not subjected to the auditing procedures applied in the audit of the consolidated financial statements and, accordingly, we express no opinion on it.

### **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 Association'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 Association's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
June 8, 2017



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

Board of Trustees  
New Hampshire Hospital Association

**Report on Compliance for the Major Federal Program**

We have audited New Hampshire Hospital Association and Affiliates' (the Association) compliance with the types of compliance requirements described 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, 2016. The Association's major federal program is identified in the summary of auditor's results section of the accompanying consolidated schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for the Association's major federal program based on our audit of the types of compliance requirements referred to above. 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, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program occurred. An audit includes examining, on a test basis, evidence about the Association's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the Association's compliance.

***Opinion on the Major Federal Program***

In our opinion, the Association complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2016.

**Report on Internal Control Over Compliance**

Management of the Association is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Association's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Association's 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 combination of deficiencies, in internal control over compliance, such that there is 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.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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.

Board of Trustees  
New Hampshire Hospital Association

**Report on Schedule of Expenditures of Federal Awards**

We have audited the consolidated financial statements of the Association as of and for the year ended December 31, 2016, and have issued our report thereon dated June 8, 2017, which contained an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements of the Association as a whole. The accompanying consolidated 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 consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the consolidated schedule of expenditures of federal awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
June 8, 2017

**NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES**

**Consolidated Schedule of Expenditures of Federal Awards**

**Year Ended December 31, 2016**

<u>Federal Program</u>	<u>CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Passed Through to Subrecipients</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 Division of Public Health				
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	05-95-90- 902510-2239	\$ 558,370	\$ 558,370
Centers for Disease Control and Prevention - Investigations and Technical Assistance	93.283	010-090-5659- 072-509073	-	118,586
Small Rural Hospital Improvement Grant Program	93.301	05-95-90- 901010-2219	-	74,044
State Rural Hospital Flexibility Program	93.241	05-95-90- 902010-2218	-	124,017
Block Grants for Prevention and Treatment of Substance Abuse	93.959	05-95-49- 491510-2990	-	227,088
Evidence-Based Falls Prevention Programs Financed Solely by Prevention and Public Health Funds (PPHF)	93.761	90FP0013-01-00	-	<u>108,798</u>
<b>Total federal expenditures</b>			<b>\$ <u>558,370</u></b>	<b>\$ <u>1,210,903</u></b>

# NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

## Notes to the Consolidated Schedule of Expenditures of Federal Awards

Year Ended December 31, 2016

### 1. Basis of Presentation

The accompanying consolidated schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of New Hampshire Hospital Association and Affiliates (the Association) under programs of the federal government for the year ended December 31, 2016. The information in the Schedule is presented in accordance with Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a portion of the operations of the Association, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Association.

### 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 Office of Management and Budget Circular A-122, *Cost Principles for Non-profit Organizations*, for federal agreements entered into before December 26, 2014, and the Uniform Guidance for federal agreements entered into on or after December 26, 2014, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

### 3. Indirect Cost Rate

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

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Consolidated Schedule of Findings and Questioned Costs

Year Ended December 31, 2016

Section I. - Summary of Auditor's Results

Consolidated Financial Statements

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

Federal Awards

Internal control over major programs:  
Material weakness(es) identified?  yes  no  
Significant deficiency(ies) identified not  
considered to be material weaknesses?  yes  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  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?  yes  no

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Consolidated Schedule of Findings and Questioned Costs (Continued)

Year Ended December 31, 2016

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

Finding Number: 2016-001

Criteria: Determining whether and when a grant or similar award should be recorded as a contribution or an unrestricted grant involves the evaluation of several factors, including discretion over how the award will be spent, whether the grantor receives value in return, and restrictions placed upon the use of the award. The Association should have in place internal controls that provide reasonable assurance that employees are properly accounting for grant and contribution revenues in accordance with U.S. generally accepted accounting principles.

Condition Found: During the audit, we noted incomplete recording of the Health Research & Educational Trust (HRET) grant. The Association earned the funds based on its compliance with the grant and the availability of the funds, and should have recorded the income and related grant receivable as of year-end.

Context: We selected ten out of the 46 temporarily restricted net asset funds with beginning fund balances and tested their related activity to supporting documentation.

Cause and Effect: Due to timing of finalization of the grant and a request by the grantor, billing for the grant was deferred until January 2017. The Association recorded expenditures incurred on the HRET grant but did not recognize the associated revenue and account receivable in the amount of \$129,675.

Recommendation: We recommend the Association improve its controls over accounting for grant revenue for proper cutoff.

Views of a Responsible Official and Corrective Action Plan: Management agrees with the finding and the recommendation. See Corrective Action Plan on page 25.

Responsible party: Kathy Bizarro-Thunberg; Executive Vice President/Federal Relations; (603) 415-4252.

**NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES**  
**Consolidated Schedule of Findings and Questioned Costs (Concluded)**  
**Year Ended December 31, 2016**

**Section III. - Federal Award Findings and Questioned Costs**

None noted

**NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES**

**Summary Schedule of Prior Audit Findings**

**Year Ended December 31, 2016**

NONE



### **Finding 2016-001 Corrective Action Plan**

Management reviewed the recommendations in detail and is currently in the process of assigning appropriate revenues as accounts receivable to match the time periods of contracts and grants expenses and revenues. Periodic reviews of special circumstances related to unusual contracts or grants activities will take place to ensure compliance with U.S. generally accepted accounting principles (U.S. GAAP).



## **BOARD OF TRUSTEES**

*September 2017–October 2018*

### **OFFICERS/EXECUTIVE COMMITTEE**

<b>Chair</b>	<b>Stephen LeBlanc, Chief Administrative Officer</b> Dartmouth Hitchcock
<b>Vice Chair</b>	<b>Cyndee McGuire, FACHE, President &amp; CEO</b> Monadnock Community Hospital
<b>Secretary/ Treasurer</b>	<b>Robert Steigmeyer, President &amp; CEO</b> Concord Hospital
<b>Immediate Past Chair</b>	<b>Greg Walker, FACHE, President &amp; CEO</b> Wentworth-Douglass Hospital
<b>President <i>ex officio</i></b>	<b>Stephen Ahnen</b>
<b>AHA RPB Delegate</b>	<b>Peter J. Wright, President &amp; CEO</b> Valley Regional Hospital

### **TRUSTEES**

<b>Dean Carucci</b>	Chief Executive Officer Portsmouth Regional Hospital
<b>Don Caruso, MD, MPH</b>	President & CEO Cheshire Medical Center Dartmouth Hitchcock-Keene
<b>*Kevin Donovan, FACHE</b>	President & CEO LRGHealthcare
<b>*Michael Lee</b>	President Weeks Medical Center
<b>John Marzinzik</b>	President & CEO Frisbie Memorial Hospital
<b>Susan Mooney, MD, MS</b>	President & CEO Alice Peck Day Memorial Hospital
<b>Joseph Pepe, MD</b>	President & CEO Catholic Medical Center
<b>Michael Rose</b>	President & CEO Southern New Hampshire Health System
<b>Maria Ryan, PhD, APRN</b>	President & CEO Cottage Hospital
<b>Keith Shute, MD</b>	Chief Medical Officer & Senior Vice President Androscoggin Valley Hospital

\*New in 2017-2018

**KATHLEEN A. BIZARRO-THUNBERG, MBA, FACHE**

125 Airport Road; Concord, NH 03301

(603) 415-4252

[kbizarro@nhha.org](mailto:kbizarro@nhha.org)

**Summary of Qualifications**

Thirty two-year professional career in hospital association management, including sixteen years as executive vice president of statewide organization. Excellent communication, financial and management skills. Expertise in developing strategies and implementing statewide initiatives to support hospital issues, including HIPAA, data collection and other healthcare policies.

**Experience**

**New Hampshire Hospital Association, Concord, NH**

**Executive Vice President / Federal Relations – 8/04 to Present**

- Responsible for monitoring and responding to hospital issues at the state and federal level and developing relationships with U.S. congressional staff
- Act as liaison between NHHA and the American Hospital Association for congressional actions
- Work with senior management staff on all aspects of advocacy support for the membership
- Represent the President, both internally and externally, in his absence
- Oversee internal NHHA and Foundation for Healthy Communities financial operations and budget development (approx. \$4 million annual combined operating budget) and information technology support.
- Oversee and execute multi-year statewide data collection contract with NH Dept. of Health and Human Services (2016 to present)
- Supervise Director of Hospital Emergency Preparedness, Office Manager/Director of Environmental Affairs, Director of Health Information, and Director of Finance
- Continue previous duties as EVP of NHHA, including hospital emergency preparedness activities, health policy issues, and special projects.

**New Hampshire Hospital Association / Foundation for Healthy Communities,  
Concord, NH**

**Executive Vice President (NHHA) – 11/01 to 8/04**

**Vice President / Strategic Information Services (FHC) – 1/96 to 8/04**

- Lead and coordinated all data collection activities among all New Hampshire hospitals, Foundation for Healthy Communities and outside agencies;
- Lead the oversight and execution of multi-year statewide data collection contract with NH Department of Health and Human Services (Approx. \$500,000 annual contract from 1985 to 2004).
- Lead the oversight and execution of multi-year hospital emergency preparedness contract (Approx. \$750,000-\$1 million per year contract from 2002 to 2017)
- Developed new relationships with state and federal agencies for representation of hospitals for emergency preparedness activities.

- Co-chaired two-state HIPAA project to assist healthcare providers in implementing standardized HIPAA policies and procedures.
- Worked with multi-disciplinary teams of hospital and health plan representatives in monitoring and influencing data needs for the healthcare industry in the state legislature;
- Represented the Foundation on statewide health data policy issues.
- Assisted President with organization-wide projects such as specialized financial reporting and budgeting.
- Supervised Hospital Emergency Preparedness Coordinator, Data Collection Manager and Information Services Programmer. Shared supervision of Research Assistant.

#### **New Hampshire Hospital Association, Concord, NH**

- **Vice President / Strategic Information Services** – 8/94 to 1/96
- **Director of Information Services** – 1/91 to 8/94.
- **Associate Director of Information Services** – 7/87 to 12/90
- **Data Technician** – 6/85 to 6/87

#### **Education**

##### **Master in Business Administration in Leadership, 2008**

Franklin Pierce University, Concord, NH  
 Graduated Sigma Beta Delta International Honor Society for Business,  
 Management and Administration member

##### **Bachelor of Science in Health Management and Policy, 1992**

University of New Hampshire (UNH), Durham, NH  
 Graduated Summa Cum Laude

##### **Associate in Science in Computer Information Systems, 1985**

New Hampshire Technical Institute, Concord, NH  
 Graduated with honors, Sachem Honor Society member

#### **Certifications**

**Fellow** American College of Healthcare Executives (ACHE)

#### **Awards**

- ACHE – Three-Star Exemplary Service Award (2010)
- ACHE – Two-Star Outstanding Service Award (2008)
- ACHE Regent's Award for Leadership (2001)
- Franklin Pierce University, Master of Business Administration, Outstanding Student Award (2008)
- Granite United Way, Volunteer of the Year Award (2016)
- State of New Hampshire, Department of Health and Human Services, Certificate of Appreciation for hospital based influenza vaccine redistribution efforts (2005)
- UNH, Health Management and Policy, Alumni Recognition Award (2007)
- UNH, Health Management and Policy, Preceptor Award (2017)

## **Elected Positions**

- American College of Healthcare Executives, Board of Governors (2013-2016)
- ACHE, Nominating Committee (2010-2011)
- ACHE, Regent for New Hampshire (2006-2009)
- New Hampshire Association of Health Care Executives (President 2000-2002, Secretary/Treasurer 2002 - 2005)
- Northern New England Association of Healthcare Executives (Board member - 2005 to present, President-Elect 2006-2008, President 2009-2010, Past-President 2011-2012)

## **Memberships**

- Alliance for Health Data Access & Privacy (Co-Founder) (2001-2004)
- American College of Healthcare Executives (1988 to present)
- ACHE – New Hampshire Regents Advisory Council (1997-2009)
- ACHE – Regents Assessment Committee (2007-2009, Chair 2008-2009)
- Allied Association Information Resources Network (A2IRNET) (1994 to present, Chair 1994, 2005)
- Home Care Resources Development, Inc. (Board Member 9/94 - 9/95, Vice President 9/95 - 9/97)
- New Hampshire Association of Health Care Executives (1992 to 2005)
- New Hampshire Association for Healthcare Quality (Secretary 9/91 - 5/93)
- NH CODES Project (Crash Outcomes Data Evaluation System) (Chairman 1/98 - 2004)
- NHVSHIP (New Hampshire Vermont Strategic HIPAA Implementation Plan) (Co-Founder) (2001- 2006)
- Northern New England Association of Healthcare Executives (2005 to present)

## **Appointments**

- ACHE, Fund for Healthcare Leadership, Giving Committee (2017-present)
- ACHE, Board Policy Committee (2015-2016)
- ACHE, Regents Assessment Committee (2007-2008, Chair 2008)
- Claims Data Release Advisory Committee for Limited Use Data Sets (Dept of Health and Human Services appointment) (2007 to present)
- Communicable Disease Epidemiological Control Committee (Dept of Health and Human Services appointment) (2002 to present)
- NH Anti-Terrorism Task Force (Dept of Safety appointment) (2002 - 2005)
- NH Public Health Ethics Committee (2008 to present)
- NH Governor's Commission on Health Care and Community Support Workforce (2016)
- NH Governor's Y2K Commission (Governor appointment) (1999-2000)
- NH Privacy Task Force (Governor appointment) (2001-2003)
- NH Trauma Medical Review Committee (Dept of Safety appointment) (1997 to present)
- NH Vital Records Institutional Review Board (IRB) (Dept of Health and Human Services appointment, serving as Chair) (2005 to 2008)
- UNH, Health Management and Policy Advisory Committee (2008 to present)

## **Community Participation**

- Granite United Way, various committees in Merrimack County including Chair of Education Review Committee (2010 to present)
- Woodside School, Inc. (Class Parent Representative 2003 - 2005, Board member 1/04 - 10/06, Vice Chair 10/04 - 10/05, Chair 10/05 - 10/06)

**NEW HAMPSHIRE HOSPITAL ASSOCIATION**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kathy Bizarro-Thunberg	Executive Vice President/Federal Relations	\$154,500.24	0%	\$ 0.00