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Lori A. Shiblinette
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

May 17, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts with the Contractors listed below to continue working on a Professional Awareness Campaign for Alcohol Misuse that expands medical, mental health, and substance use disorder provider awareness, by extending the completion dates from June 30, 2022 to June 30, 2023, effective July 1, 2022 or upon Governor and Council approval, whichever is later with no change to the total price limitation of \$100,000. 100% Other Funds (Governor's Commission).

The original contracts were approved by Governor and Council on October 27, 2021, item #17.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
New Hampshire Medical Society Concord, NH	154145-B001	Statewide	\$50,000	\$0	\$50,000
Foundation for Healthy Communities Concord, NH	154533	Statewide	\$50,000	\$0	\$50,000
		Total:	\$100,000	\$0	\$100,000

Funds are available in the following accounts for State Fiscal Years 2022, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

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and the Honorable Council
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State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	92058501	\$100,000	(\$50,000)	\$50,000
2023	102-500731	Contracts for Prog Svc	92058501	\$0	\$50,000	\$50,000
			Subtotal	\$100,000	\$0	\$100,000

EXPLANATION

The purpose of this request is to extend completion dates of the Agreements for the Contractors to continue providing Professional Awareness Campaigns that expand medical, mental health, and substance use disorder provider awareness of the need to address the importance of alcohol misuse with individuals receiving services.

On behalf of the Governor's Commission on Alcohol and Other Drugs (Commission), the Department released two (2) Request for Applications (RFA) for Professional Awareness Campaign services; one (1) on April 16, 2021 and one (1) on July 8, 2021 to expand target audiences. Four (4) Agreements across three (3) Vendors were approved by the Governor and Executive Council. The first set of Agreements, were approved on August 4, 2021, Item #14. The second set of Agreements, which expand services beyond the first RFA, as indicated in this letter, were approved October 27, 2021, Item #17. The Department, at the direction of the Commission, is requesting to amend all four (4) agreements through two (2) corresponding actions that are being submitted to the Governor and Executive Council for approval.

To date, the Contractors have been unable to present and distribute materials as broadly and in the volume initially planned due to constraints and barriers encountered throughout the pandemic. Extending these Agreements will allow the Contractors to further disseminate campaign messaging across their member base. Target populations for these Agreements are nurses; and hospital administration and staff, respectively.

Approximately 50,000 professionals will receive resource materials through June 30, 2023.

Contractors will continue providing campaign messaging in newsletters, meeting presentations, and virtual learning platforms, and will continue distributing evidence-based materials such as toolkits, assessment tools and patient education flyers to their members. Contractors will also continue supporting their members with enhancing patient care related to alcohol use and encouraging members to:

- Identify patients' alcohol misuse;
- Advise patients on healthier behaviors regarding alcohol use;
- Treat patients with alcohol use disorder and/or refer patients with alcohol use disorder to specialty treatment services; and

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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- Follow up with patients regarding alcohol use and provide support for recovery.

The Department will continue monitoring contracted services through the review of monthly activity and expense reporting. It is anticipated that the resources discussed above will reach all members with messaging in multiple formats and provision of resource materials including toolkits and patient education products.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) year available.

Should the Governor and Executive Council not authorize this request, providers may not have continued access to valuable information that can benefit individuals who are affected by alcohol use and/or misuse, which could lead to productivity losses, including reduced labor force participation and reduced earnings of workers with alcohol use disorders as well as increased costs for medical services, law enforcement and criminal justice involvement.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL
HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Foundations for Healthy Communities

V# 154533

PO #1082815

	State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
Foundatio	2022	102-500731	Contracts for Prog Svc	\$50,000	(\$25,000)	\$25,000
Foundatio	2023	102-500731	Contracts for Prog Svc	\$0	\$25,000	\$25,000
	Sub-total			\$50,000	\$0	\$50,000

NH Medical Society

V#154145

PO #1084250

	State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
NH Medic	2022	102-500731	Contracts for Prog Svc	\$50,000	(\$25,000)	\$25,000
NH Medic	2023	102-500731	Contracts for Prog Svc	\$0	\$25,000	\$25,000
	Sub-total			\$50,000	\$0	\$50,000

Total by Year

Total SFY22			\$100,000	(\$50,000)	\$50,000
Total SFY23			\$0	\$50,000	\$50,000

Grand Total			\$100,000	\$0	\$100,000
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Total by Agency		SFY22	SFY22 change	SFY23
Foundations for Healthy Communities	PO #1082815	\$50,000	(\$25,000)	\$25,000
NH Medical Society	PO #1084250	\$50,000	(\$25,000)	\$25,000
Total by Agency		\$100,000	(\$50,000)	\$50,000

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Professional Awareness Campaign for Alcohol Misuse contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Medical Society ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 27, 2021, (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit A, Revisions to Standard Agreement Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, subject to Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/1/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

New Hampshire Medical Society

DocuSigned by:

James Potter

Name: James Potter

Title: EVP/CEO

5/24/2022

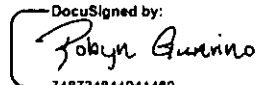
Date

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/1/2022

Date

DocuSigned by:

748734844041460

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

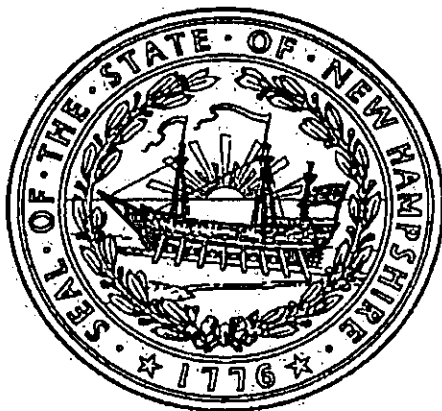
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE MEDICAL SOCIETY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 16, 1791. 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: 69038

Certificate Number: 0005781820



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Eric A. Kropp, MD, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected President of New Hampshire Medical Society
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 11, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)


VOTED: That James G. Potter, Executive Vice President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Medical Society to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: May 21, 2022



Signature of Elected Officer
Name: Eric. A. Kropp, MD
Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2021

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

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

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Debbie Rioux PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: drioux@eatonberube.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: The Hanover Insurance Companies	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 New Hampshire Medical Society
 7 North State Street
 Concord NH 03301-4018

NEWHA31

NAIC #
22292**COVERAGES****CERTIFICATE NUMBER:** 429152987**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	ADOL SUBR INSD 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	OBVA883893	4/12/2022	4/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$	\$ 1,000,000 \$ 300,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$	\$ \$ \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		OBVA883893	4/12/2022	4/12/2023	EACH OCCURRENCE AGGREGATE \$	\$ 1,000,000 \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WHVA883897	4/12/2022	4/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ 500,000 \$ 500,000 \$ 500,000

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

Additional Insured applies to General Liability when required in Written Contract, Lease or Permit per Hanover Insurance Form 391-1345(06/09)

CERTIFICATE HOLDER**CANCELLATION**

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

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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New Hampshire

MEDICAL SOCIETY

ADVOCATING FOR PHYSICIANS & PUBLIC HEALTH SINCE 1791

Vision

The world we hope to create through our work together:

The New Hampshire Medical Society envisions a State in which personal and public health are high priorities; all people have access to quality healthcare, and physicians experience deep satisfaction in the practice of medicine.

Mission

Our role as an organization in creating the world we envision:

The mission of the New Hampshire Medical Society is to bring together physicians to advocate for the well being of our patients, for our profession and for the betterment of the public health.

Values

The principles and values that we expect to guide our work together:

Altruism – We will act with unselfish regard for the welfare of others.

Integrity – We will conduct our activities in an atmosphere of openness and honesty. Members, officers and staff will uphold the highest standards of personal ethics.

Inclusiveness – We will seek out and respect individuals with diverse perspectives and opinions to enrich our work.

Humanism – We will embrace the art of medicine and the importance of the person in all that we do.

Science – Our work will be grounded in principles and knowledge that can be studied and evaluated.

Respect – We will treat other individuals and professions with due consideration.

Activism – We will take action to address issues of importance to our mission.

Excellence – We will bring the highest standards and quality to our work.

NEW HAMPSHIRE MEDICAL SOCIETY
AND AFFILIATE

CONSOLIDATED FINANCIAL REPORT

DECEMBER 31, 2020

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NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Members of the Council
New Hampshire Medical Society and Affiliate
Concord, New Hampshire 03301

We have audited the accompanying consolidated financial statements of the New Hampshire Medical Society and Affiliate, which comprise the consolidated statement of financial position as of December 31, 2020, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year 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 accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity'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 financial statements.

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

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70 Commercial Street, 4th Floor
Concord, NH 03301

v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431

v: 603-357-7665
f: 603-224-3792

44 School Street
Lebanon, NH 03766

v: 603-448-2650
f: 603-448-2476

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Medical Society and Affiliate as of December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited New Hampshire Medical Society's December 31, 2019 consolidated financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated June 26, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated supplemental schedule of fees for member services income is presented for purposes of additional analysis 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 auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Nathan Wechsle & Company

Concord, New Hampshire
August 16, 2021

NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

December 31, 2020 (With Comparative Totals for 2019)

	2020				2019	
	Operating fund	The Bowler-Bartlett Foundation				
		Without donor restrictions	With donor restrictions	Total	Total	
ASSETS						
CURRENT ASSETS						
Cash, including money-market funds	\$ 380,756	\$ -	\$ 108,509	\$ 489,265	\$ 348,081	
Accounts receivable and other assets	17,890	-	-	17,890	15,849	
Interfund receivable (payable)	48,529	-	(48,529)	-	-	
Total current assets	447,175	-	59,980	507,155	363,930	
INVESTMENTS	-	938,792	640,873	1,579,665	1,605,214	
PROPERTY AND EQUIPMENT, at cost						
Land	43,000	-	-	43,000	43,000	
Building and leasehold improvements	540,525	-	-	540,525	533,614	
Office equipment	172,156	-	-	172,156	172,156	
	755,681	-	-	755,681	748,770	
Less accumulated depreciation	603,465	-	-	603,465	585,599	
	152,216	-	-	152,216	163,171	
Total assets	\$ 599,391	\$ 938,792	\$ 700,853	\$ 2,239,036	\$ 2,132,315	
LIABILITIES AND NET ASSETS						
CURRENT LIABILITIES						
Accounts and dues payable	\$ 57,869	\$ -	\$ -	\$ 57,869	\$ 31,270	
Accrued expenses	3,753	-	-	3,753	14,154	
Contract liabilities - deferred income	255,664	-	-	255,664	85,027	
Total current liabilities	317,286	-	-	317,286	130,451	
COMMITMENTS (See Notes)						
NET ASSETS						
Without donor restrictions	94,721	-	-	94,721	153,943	
Board designated for tort reform	107,311	-	-	107,311	111,668	
Board designated for building maintenance	47,328	-	-	47,328	39,886	
Board designated for database	-	-	-	-	8,500	
Board designated for financial aid to members	-	938,792	-	938,792	857,229	
Total net assets without restrictions	249,360	938,792	-	1,188,152	1,171,226	
Net assets with donor restrictions	32,745	-	700,853	733,598	830,638	
Total net assets	282,105	938,792	700,853	1,921,750	2,001,864	
Total liabilities and net assets	\$ 599,391	\$ 938,792	\$ 700,853	\$ 2,239,036	\$ 2,132,315	

NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended December 31, 2020 (With Comparative Totals for 2019)

	2020				2019	
	Without donor restrictions		With donor restrictions		Total	Total
Revenues:						
Membership dues	\$ 456,227	\$ -	\$ -	\$ -	\$ 456,227	\$ 467,867
Building assessment	38,824	-	-	-	38,824	39,930
Member dues for tort reform issues	12,930	-	-	-	12,930	13,320
Tuition revenue - Leadership program	-	73,700	-	-	73,700	144,000
Interest and dividend income	162	48,782	32,230	-	81,174	79,399
Fees for member services including conventions and workshops	275,392	-	-	-	275,392	306,344
Realized and unrealized gains (losses) on investments, net of fees	-	32,781	(5,802)	-	26,979	155,374
Other income	40,896	-	-	-	40,896	55,732
Fundraising	-	-	1,285	-	1,285	3,361
Contributions and grants	32,337	-	17,000	-	49,337	170,437
<i>Total revenues, gains and other support</i>	856,768	155,263	44,713	-	1,056,744	1,435,764
Net asset released from restrictions, for satisfaction of donor-imposed restrictions	118,760	22,993	(141,753)	-	-	-
Expenses:						
Program : Member services	823,224	-	-	-	823,224	693,759
Program : Conventions and workshops	17,854	96,693	-	-	114,547	262,214
Administrative and general	199,087	-	-	-	199,087	203,866
<i>Total expenses</i>	1,040,165	96,693	-	-	1,136,858	1,159,839
Excess (deficiency) of revenues over expenses	(64,637)	81,563	(97,040)	-	(80,114)	275,925
Increase (decrease) in net assets without donor restrictions	(64,637)	81,563	-	-	16,926	90,916
Increase (decrease) in net assets with donor restrictions	-	-	(97,040)	-	(97,040)	185,009
<i>Increase (decrease) in net assets</i>	(64,637)	81,563	(97,040)	-	(80,114)	275,925
Net assets, beginning of year	313,997	857,229	830,638	-	2,001,864	1,725,939
<i>Net assets, end of year</i>	\$ 249,360	\$ 938,792	\$ 733,598	\$ -	\$ 1,921,750	\$ 2,001,864

See Notes to Consolidated Financial Statements.

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NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2020 (With Comparative Totals for 2019)

	2020			2019		
	Program		Administrative and General	Total	Total	
	Member Services	Conferences and workshops				
Salaries	\$ 368,676	\$ -	\$ 172,769	\$ 541,445	\$	514,467
Benefits	90,553	-	17,277	107,830		114,908
Event space and speakers	-	24,112	-	24,112		124,857
Payroll taxes	32,852	-	5,798	38,650		34,566
Travel and conference expenses	10,710	-	-	10,710		35,556
Computer expense	15,629	-	-	15,629		13,395
Equipment rental expense	23,596	-	-	23,596		24,069
Newsletter expense	22,106	-	-	22,106		15,745
Postage	11,962	-	-	11,962		12,786
Insurance	13,374	-	-	13,374		12,920
Office supplies and expenses	16,075	-	-	16,075		18,124
Depreciation	17,866	-	-	17,866		18,084
Accounting fees	24,000	-	-	24,000		16,700
Property taxes	14,100	-	-	14,100		14,526
Repairs and maintenance	8,683	-	-	8,683		12,336
Miscellaneous	-	-	-	-		4,332
Utilities	4,309	-	2,046	6,355		7,219
Tort/legal expense	17,287	-	-	17,287		3,064
Telephone	7,173	-	797	7,970		8,438
Contributions and grants	-	4,420	-	4,420		100
Dues and subscriptions	12,204	-	-	12,204		5,789
Business enterprise tax and other taxes	3,136	-	-	3,136		3,797
Printing	2,109	-	-	2,109		3,204
Parking	3,600	-	400	4,000		3,600
NH Physician Leadership Development Program	-	75,650	-	75,650		127,683
MAT Waiver Training	-	10,365	-	10,365		8,189
Learning Management System - CME	18,400	-	-	18,400		-
Associate Management System	58,953	-	-	58,953		-
Nurse Anesthetists (CRNA) legal	25,871	-	-	25,871		1,385
	\$ 823,224	\$ 114,547	\$ 199,087	\$ 1,136,858	\$	1,159,839

NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended December 31, 2020 and 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ (80,114)	\$ 275,925
Adjustments to reconcile increase (decrease) in net assets to cash provided by operating activities:		
Depreciation	17,866	18,084
Realized and unrealized gains on investments	(26,979)	(155,374)
(Increase) decrease in accounts receivable and other assets	(2,041)	1,282
Increase (decrease) in accounts and dues payable	26,599	(21,228)
Increase (decrease) in accrued expenses	(10,401)	14,000
Increase in contract liabilities - deferred income	170,637	58,740
<i>Net cash provided by operating activities</i>	<u>95,567</u>	<u>191,429</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of building improvement	(6,911)	-
Proceeds from sale of investments	266,080	40,000
Purchases of investments	(213,552)	(102,439)
<i>Net cash provided by (used in) investing activities</i>	<u>45,617</u>	<u>(62,439)</u>
<i>Net increase in cash</i>	<u>141,184</u>	<u>128,990</u>
Cash, beginning of year	<u>348,081</u>	<u>219,091</u>
<i>Cash, end of year</i>	<u>\$ 489,265</u>	<u>\$ 348,081</u>

NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Organization

The purpose of the New Hampshire Medical Society is to promote the art and science of medicine and the betterment of public health by keeping the public well informed on health matters.

During the year ended December 31, 2017, The John P. Bowler, M.D. Memorial Library changed its name with the New Hampshire Secretary of State to The Bowler-Bartlett Foundation. The New Hampshire Attorney General's office also approved the request for expanded purpose and amendment to the library facility purpose.

Note 2. Significant Accounting Policies

Principles of consolidation: The Society presents its financial statements in accordance with FASB Accounting Standards Codification Topic for Consolidation (FASB ASC 810). The consolidated financial statements include the New Hampshire Medical Society and the Bowler-Bartlett Foundation. All material inter-organizational transactions and balances have been eliminated upon consolidation. Collectively, the entities are referred to as "the Society" throughout these footnotes.

Basis of accounting: The financial statements of the Society are prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP) for exchange type transactions. Under the accrual basis of accounting, revenues are recognized when they are earned and expenses are recorded at the time the liabilities are incurred.

Comparative financial information: The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Society's financial statements for the year ended December 31, 2019, from which the summarized information was derived.

Estimates and assumptions: Management makes certain estimates and assumptions in preparing the Society's consolidated financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Accordingly, actual results may differ from estimated amounts.

Investments: The Society reports investments at fair value in accordance with the FASB Accounting Standards Codification topic for accounting for certain investments held by not-for-profit organizations (FASB ASC 958-320).

Contributions: The Society recognizes contributions received and made, including unconditional promises to give, as revenue in the period received or made. Contributions received are reported as either revenues without donor restrictions or revenues with donor restrictions. Contributions with donor restrictions that are used for the purposes specified by the by the donor in the same year as the contribution is received are recognized as revenues with donor restrictions and are reclassified as net assets released from restrictions in the same year. Promises to contribute that stipulate conditions to be met before the contribution is made are not recorded until the conditions are met. There were no conditional promises to give for the years ended December 31, 2020 or 2019.

NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Net assets: The Society reports information regarding its consolidated financial position and activities according to two categories of net assets: net assets with donor restrictions and net assets without donor restrictions. Descriptions of these net asset categories are as follows:

Net assets without donor restrictions: Net assets without donor restrictions are available for use at the discretion of the Board of Directors and/or management for general operating purposes. From time to time the Board of Directors designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion.

For example, the Board has designated a portion of net assets without donor restrictions for tort reform initiatives, building maintenance, creation of database, and financial aid to its members in special circumstances.

Net assets with donor restrictions: Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions and also includes the accumulated appreciation and depreciation related to donor-restricted endowment funds.

The Society reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restrictions and reported in the statements of activities and changes in net assets as net assets released from restrictions.

Some net assets with donor restrictions could include a situation that assets provided be maintained permanently (perpetual in nature) while permitting the Society to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. The Society does not have any such restricted net assets at December 31, 2020.

Cash and cash equivalents: For purposes of reporting cash flows, the Society considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Society had no cash equivalents as of December 31, 2020. Temporary cash investments held in the investment portfolio are excluded from cash and cash equivalents.

Deferred income: Deferred income results from the Society recognizing dues and program revenue in the period in which the related program expenses are incurred. Accordingly, membership dues and program fees received for the next year are deferred until the program expenses are incurred. Included in deferred income are membership dues collected in advance that will be recognized as earned revenue in the year relating to the dues membership and amounted to \$215,074 at December 31, 2020. Included in deferred income are program fees received for next year of \$40,590 at December 31, 2020.

Fixed assets and depreciation: Depreciation of property and equipment is computed using the straight-line method over the following estimated useful lives:

	Years
Building and leasehold improvements.....	31 ½ - 40
Office equipment	5-7

NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Expenditures for betterments and major renewals and replacements are capitalized. Maintenance, repairs and minor renewals and replacements are expensed when incurred. Upon retirement or disposal of property and equipment, the cost and the related accumulated depreciation are removed from the respective asset and accumulated depreciation accounts, and any profit or loss is included in revenues.

Taxes: The Society is a not-for-profit organization exempt under Section 501(c)(6) of the Internal Revenue Code; however, certain unrelated business income is subject to federal taxation. For the year ended December 31, 2020, there was no liability for tax on unrelated business income.

The Society is required to pay the Business Enterprise Tax to the state of New Hampshire. This tax is imposed by the state on payroll expense and interest expense incurred by the Society. The tax amounted to \$3,558 for the year ended December 31, 2020.

The Society has adopted the provisions of FASB ASC 740, Accounting for Uncertainty in Income Taxes. Accordingly, management has evaluated the Society's tax positions and concluded the Society had maintained its tax-exempt status and it had taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Society is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2018.

Recent accounting pronouncement: In February 2016, the FASB issued, *Leases, Topic 842 (ASU 2016-02)*, which will be effective for the Society on January 1, 2022, with early adoption permitted. Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Company is currently evaluating the impact of ASU 2016-02 on its financial statements.

Note 3. Revenue from Contracts with Members/Specialty Societies

The Society recognizes revenue from member services utilizing the following steps:

- Identifying the contract with the member or specialty society
- Identifying the performance obligation under the contract
- Determining the transaction price
- Allocating the transaction price to performance obligations, if necessary
- Recognizing revenue as performance obligations are satisfied

The Society's revenue mainly consists of membership dues, which are nonrefundable. They are comprised of an exchange element based on the value of benefits provided, and a contribution element for the difference between the total dues paid and the exchange element. The Society recognizes the exchange portion of membership dues over the membership period, and the contribution portion immediately. The Society records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The Society recognizes contributions when cash, securities or other assets; and unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right of return - are not recognized until the conditions on which they depend have been met.

Contract balances: The Society does not maintain contract assets. Contract liabilities include deferred revenue from advanced payments received on contracts and membership dues for the next calendar year and are presented on the consolidated statements of financial position as "Contract liabilities - deferred revenue".

Note 4. Investments

Investments are presented in the financial statements in the aggregate at fair value. Investments are composed of the following at December 31, 2020:

	Market	Cost
Money-market shares	\$ 63,886	\$ 63,886
Mutual funds - domestic equity securities	606,814	521,746
Mutual funds - international equity securities	230,894	181,428
Mutual funds - corporate debt securities	305,824	318,765
Mutual funds - Mixed assets	372,247	324,179
<i>Total</i>	<u>\$ 1,579,665</u>	<u>\$ 1,410,004</u>

Total investment return amounted to \$108,153 for the year ended December 31, 2020. Investment fees of \$16,975 have been included with the realized and unrealized loss for the year ended December 31, 2020.

Note 5. Collection of Dues

The Society acts as a collection agent in collecting county dues, and remits such dues to the various New Hampshire county medical societies.

During 2010, the Society inquired of the various county medical societies and polled the members, if necessary, to determine if the county societies wished to continue collecting dues. Only two county societies decided to continue collecting dues.

County dues collected, which have not been remitted to the two county medical societies, amounted to \$7,410 at December 31, 2020. These amounts are included in these financial statements in accounts and dues payable.

NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 6. Uninsured Cash Balances

The Society maintains its cash accounts at a commercial bank and an investment company. The Society's cash accounts are insured up to \$250,000, per depositor at each financial institution. At times during the year, the Society's amounts on deposit exceeded the federally insured limits. Amounts on deposit in excess of federally insured limits at December 31, 2020 were approximately \$50,800.

Note 7. Operating Leases

The Society has four lease agreements relating to office equipment. Minimum future payments required under these leases are as follows:

Year Ending December 31,

2021	\$ 13,668
2022	<u>9,112</u>
<i>Total</i>	<u><u>\$ 22,780</u></u>

Total rental expense included in this statement amounted to \$23,596 for the year ended December 31, 2020.

Note 8. Liquidity and Availability of Resources

The Society's financial assets available within one year of the consolidated statements of financial position date for general expenditures are as follows:

<u>December 31,</u>	<u>2020</u>
Cash	\$ 489,265
Accounts receivable	4,869
Investments	<u>1,579,665</u>
<i>Total financial assets available within one year</i>	<u>2,073,799</u>
Less amounts unavailable for general expenditures within one year, due to being restricted by donors with purpose restrictions	<u>(733,598)</u>
Less amounts unavailable without Board approval for the following:	
Board designated for tort reform	(107,311)
Board designated for building maintenance	(47,328)
Board designated for financial aid to members	<u>(938,792)</u>
<i>Financial assets available to meet cash needs for general expenditures within one year</i>	<u><u>\$ 246,770</u></u>

NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 9. Retirement Plans

The Society adopted a 401(k) "safe harbor" Retirement Plan for all employees who meet the eligibility requirements of the plan. The Society will make a 10% contribution each year to the plan. Participants are permitted to make elective deferrals of their compensation up to the maximum statutory amount. For the year ended December 31, 2020, the Society's contribution to this plan amounted to \$51,496.

Note 10. Fair Value Measurements

The Fair-Value Measurements topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy are as follows:

- Level 1 - Inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at level 1 fair value generally are securities listed in active markets. The Society has valued their investments, listed on national exchanges at the last sales price as of the day of valuation.
- Level 2 - Inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 - Inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

The inputs or methodology used for valuing investments are not necessarily an indication of the risk associated with investing in those investments.

Financial assets and liabilities carried at fair value on a recurring basis consist of the following at December 31, 2020:

	Level 1	Level 2
Money-market shares	\$ -	\$ 63,886
Mutual funds - domestic equity securities	606,814	-
Mutual funds - international equity securities	230,894	-
Mutual funds - corporate debt securities	305,824	-
Mutual funds - Mixed assets	372,247	-
<i>Total</i>	<u>\$ 1,515,779</u>	<u>\$ 63,886</u>

NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 11. Net Assets with Donor Restriction

The net assets with donor restriction are subject to purpose restrictions imposed by donors. These funds consisted of the following at December 31, 2020:

The Bowler-Bartlett Foundation - educational and scientific purposes	\$ 700,853
New Hampshire Medical Society - Nurse Anesthetists (CRNA) legal	<u>32,745</u>
	<u>\$ 733,598</u>

Note 12. COVID-19

The COVID-19 pandemic has impacted and could further impact the Society's operations and the operations of the Society's members and vendors. The extent of the impact of COVID-19 on the Company's operational and financial performance will depend on future developments, including the durations and spread of the outbreak and the impact on the Society's members, employees, and vendors, all of which are uncertain and cannot be predicted.

Note 13. Subsequent Events

The Society has evaluated subsequent events through August 16, 2021, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended December 31, 2020.

NEW HAMPSHIRE MEDICAL SOCIETY AND AFFILIATE

CONSOLIDATED SUPPLEMENTARY SCHEDULES OF FEES FOR MEMBER SERVICES INCOME
 Years Ended December 31, 2020 and 2019

	2020	2019
Continuing medical education service fees	\$ 131,295	\$ 126,120
Other societies service income, including mailing	59,185	59,175
Annual convention and workshops	55,971	96,936
Hospital accreditation fees	23,100	20,450
Membership application fees	5,841	3,663
	<hr/>	
<i>Total fees for member services income</i>	<i>\$ 275,392</i>	<i>\$ 306,344</i>
	<hr/>	

New Hampshire
MEDICAL SOCIETY
ADVOCATING FOR PHYSICIANS & PUBLIC HEALTH SINCE 1791

2021-22 Council

President	Eric A. Kropp, MD
President-Elect	Eric Y. Loo, MD
Immediate Past President	G. Kenton Allen, MD
Penultimate Past President	John Klunk, MD
Vice President	William C. Brewster, MD
Secretary	Maria T. Boylan, DO
Treasurer	Tessa Lafortune-Greenberg, MD
Speaker	Richard P. LaFleur, MD
Vice Speaker	Molly E. Rossignol, DO
AMA Delegate	P. Travis Harker, MD, MPH
AMA Alternate Delegate	William J. Kassler, MD, MPH
Trustee/Chair, Foundation Board of Directors	P. Travis Harker, MD, MPH
Trustee	James P. Bartels, MD
Trustee	John Klunk, MD
Medical Student	Lily Greene
Physician Assistant	Linda L. Martino, PA-C
Osteopathic Association Rep.	Arlene Mrozowski, DO
Young Physician Reps.	Omar A. Shah, MD
Young Physician Reps.	Anthony M. Dinizio, MD
Members-at-Large	Diane L. Arsenault, MD
Members-at-Large	Seddon R. Savage, MD
Members-at-Large	Danielle T. Albushies, MD
Members-at-Large	Jonathan R. Ballard, MD
Members-at-Large	Sally Kraft, MD
Physician Member of Board of Medicine	David C. Conway, MD
Lay Person	Lucy Hodder, JD
Physician Rep. Dept. of Health & Human Services	Benjamin P. Chan, MD
Specialty Society Representatives:	
• NH Ch of American College of Cardiology	Robert C. Dewey, MD
• NH Ch of American College of Physicians	Richard P. Lafleur, MD
• NH Acad. of Family Physicians (2)	Gary A. Sobelson, MD
	Marie E. Ramas, MD
• NH Ch of American Academy of Addiction Medicine	Molly E. Rossignol, DO
• NH Ch of Emergency Physicians	Thomas J. Lydon, MD
• NH Soc of Eye Physicians & Surgeons	Purak C. Parikh, MD
• NH Pediatric Society	Tessa Lafortune-Greenberg, MD
• NH Radiology Society	Terry Vaccaro, MD
• NH Psychiatric Society	Leonard Korn, MD
• NH Society of Anesthesiologists	Gary B. Friedman, MD
• NH Society of Pathologists	Eric Y. Loo, MD
• NH College of Obstetricians and Gynecologists	Oge H. Young, MD
• NH Orthopaedic Society	Anthony Mollano, MD
Invited Guest: MGMA Representative	Dave Hutton

New Hampshire

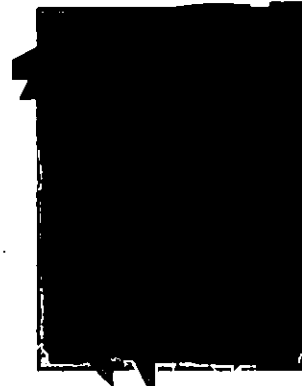
MEDICAL SOCIETY

ADVOCATING FOR PHYSICIANS & PUBLIC HEALTH SINCE 1791

Brief Bio

James G. Potter

Executive Vice President/CEO
New Hampshire Medical Society



Jim serves as the Executive Vice President/CEO of the New Hampshire Medical Society since 2015.

Jim has previously served in senior management and advocacy positions with the American Medical Association and national specialty organizations, including radiology, speech pathology and physician assistants.

Jim has been awarded the FDA Commissioner's Special Citation and the Vice President's Hammer Award for coordinating a consensus approach on federal quality and coverage guidelines for mammography. His advocacy work has been recognized by the American Society of Association Executives (ASAE) with its highest honor – The Summit Award – for advancing early detection and intervention for children with hearing loss.

While at the AMA, he helped to establish multi-specialty initiatives, such as the Relative-Value Update Committee (RUC) and quality measures development under the Physician Consortium for Performance Improvement (PCPI).

Jim received his graduate and undergraduate degrees from the University of Michigan. He is an avid New England Patriots fan, enjoys playing golf and hiking with his dog, Harry. Jim lives with his wife Karen and their four children in Concord.

JAMES G. POTTER, CAE

PROFESSIONAL EXPERIENCE

New Hampshire Medical Society, Executive Vice President/CEO 2015 – Present
The Bowler-Bartlett Foundation, EVP and Treasurer

Founded in 1791 as the fourth oldest state medical society in the United States, serves as strategic and operational leader with oversight of external relations in advocacy, communications and corporate relations. Also leads the Foundation as the Medical Society's charitable, educational and scientific 501(c)3 organization, whose mission is to advance the practice of medicine, enhance the quality of medical care, and better the health of New Hampshire citizens, as well as preserve and promote the history of medicine in the Granite State.

American Chiropractic Association Arlington, VA 2013 – 2015
Executive Vice President

Responsible for the overall health of a \$5 million professional association, serving as strategic and operational leader with oversight of external relations in advocacy, communications, corporate relations, as well as the internal operations including membership, marketing, finance, human resources and information technology systems.

American Academy of Physician Assistants Alexandria, VA 2010 – 2013
Senior Vice President, Advocacy & Operations (3 years)

Provide oversight for health policy, grassroots and political advocacy activities, including federal and state legislative and regulatory advocacy programs, and practice management services, as well as operations, information technology, and constituent relations teams.

Interim Chief Executive Officer (9 months)
Responsible for managing the strategic plan and operations of a \$22 million national professional association and its \$3 million foundation with 60 staff, facilitating its leadership and Board of Directors, as well as leading its advocacy and corporate outreach efforts.

American Speech-Language Hearing Association (ASHA) Rockville, MD 1999 – 2009
Director, Government Relations & Public Policy Washington, DC

Provided overall coordination and vision of the Association's government relations division, including policy formulation, strategy, communications development, and advocacy implementation for federal and state legislative and regulatory activities, state affiliate relations, as well as consumer, grassroots and political advocacy programs. Established first satellite office for association on Capitol Hill, actively lobbied on association issues before Congress and state legislatures, as well as federal and state agencies. Facilitated five association committees, working daily with Association's President and Board of Directors to ensure that effective strategies are identified and implemented to achieve political and policy objectives.

American College of Radiology Reston, VA 1995 – 1999
Director, Federal & State Programs & Associate Director, Government Relations
Coordinated federal and state government relations activities. Liaison to external physician and health care advocacy organizations. Managed the government relations staff, operations and budgets. Principal staff to AMA Section Council on Radiology, three ACR Commissions, and Digital Imaging Communications in Medicine (DICOM) standards.

American Medical Association Chicago, Illinois 1989 – 1995
Field Representative, Medical Society Relations
Primary liaison to over 30 national medical specialty organizations, providing consultation and strategic planning support in policy, advocacy and product development.

- Assisted in coordination of consensus-building activities with specialty society leadership, including the establishment of Relative Update Committee (that updates the professional and expense values of the Medicare physician fee schedule) and quality measures partnership.

ADDITIONAL RELEVANT EXPERIENCE

- Legislative Assistant, Member of Congress (Michigan), United State House of Representatives
- Policy Analyst, American Healthcare Executives Association
- Labor Relations Supervisor, Ryder Systems Auto Carrier Division
- Intern, Governor's Office

EDUCATION

University of Michigan

Master of Public Policy
Gerald R. Ford School of Public Policy

Bachelor of Arts - English & Psychology
Michigamua – Senior Honor Society

AFFILIATIONS

New Hampshire Professionals Health Program
2015 – Present Board member, Treasurer (2018 - Present)

American Society of Association Executives

2004 Certified Association Executive (CAE)

2002 – 2013 Public Policy Committee

2013 – Present Summit (Power of Associations) and annual Awards Committees

2014 – 2020 Board of Directors, Political Action Committee (APAC)

Loudoun County Parks, Recreation & Open Space Board (2008 – 2015)

2012 – 2014 Chairman

2011 Vice-Chair

JANE TEWKSBURY

EXECUTIVE PROFILE

Dynamic, versatile, senior-level executive professional with more than 20 years of managerial experience spent successfully achieving business goals using leadership acumen.

PROFESSIONAL SKILLS

- Strong interpersonal, organizational and leadership skills.
 - Human resource specialist focusing on recruitment, conflict management and providing guidance to employees.
 - Lead teams effectively, serving as an influential and empathetic workplace leader with successful communication skills.
 - Manage companies in a manner that enhances employee adaptability, productivity and engagement.
 - Superior attention to detail to excel in deadline-driven settings.
 - Incorporates conscious leadership philosophy through active listening, collaboration and implementation.
-

CAREER HIGHLIGHTS

- **Employee Development:** Oversaw Sodexo, Page Belting and BIA's employees including recruiting, hiring, training and reviewing performance for highly-skilled individuals and teams. Worked in collaboration with key team members to execute internal organizational restructuring.
 - **Leadership:** Trained management on trend awareness and performance improvement through targeted consultations and spearheaded various human resource projects and initiatives to ensure compliance.
 - **Networking Relationship Building:** Successfully established countless contacts that fostered mutually beneficial long-term relationships with individuals both in New Hampshire and nationwide.
 - **Strategic Planning:** Instrumental in evolving the BIA in order to achieve organizational growth goals; identified employee inefficiencies and implemented optimized procedures to maximize resources.
 - **Organizational Behavior:** Effectively serves as a link between managers and employees by handling inquiries, interpreting and administering contracts, and helping resolve work related problems to promote a positive work environment.
 - **Financial Governance:** Created and implemented operable fiscal year budgets at Sodexo and BIA; monitored compliance to ensure maximum profitability and identified ways to cut costs without falling short on expectations.
-

PROFESSIONAL HISTORY

NEW HAMPSHIRE MEDICAL SOCIETY | Chief Operating Officer January 2021- Present

Established in 1791 as the fourth medical society in U.S., representing over 4000 physicians who are dedicated to advocating for their patients and the medical profession, as well as the betterment of public health in the Granite State.

- Responsible for the finances including, payroll, accounts receivable, accounts payable and general ledger maintenance for the 501(c)6 and 501(c)3 non-profit organizations.
- Ensures compliance with applicable laws, regulations and has secured appropriate license, insurance coverages, state and municipal taxes, and other non-profit state reports.
- Manages the day-to-day operations, including general oversight of staff, and day-to-day budget, facility maintenance and other duties.
- Supports the activities of the board and executive vice president/CEO.
- Ensures staff compliance and recommends changes to personnel policies and procedures.

BUSINESS & INDUSTRY ASSOCIATION OF NH | Senior VP of Operations & Finance, 2008-2021

New Hampshire's Statewide Chamber of Commerce and leading business advocate representing 400 employers with a 90-member executive board of directors.

- Responsible for recruitment, selection and management of all BIA's staff and board of directors.
- Responds timely to information requests from outside auditors, board of directors and BIA members.
- Generate revenue stream by coaching staff on effective prospecting and lead development strategies.
- Proactive in attending continuing education seminars to stay current on internal and external operational procedures.
- Communicate financial information to president and board of who do not have an extensive accounting background.
- Proven ability to successfully manage multiple projects in a dynamic, fast paced environment while meeting deadlines.
- Drives positive change and focuses on organizational initiatives to improve performance, productivity and team cohesiveness.
- Monitor individual and team performance and implements improvement plans when necessary.
- Analyze data to help formulate solid financial plans to safeguard organizational sustainability.

PAGE BELTING COMPANY | Human Resource Manager, 1998-2006

One of New Hampshire's oldest manufacturing companies employing nearly 100 people.

- Scheduled and conducted interviews; created and approved job offers and salary structures.
- Directed human resource functions including recruitment, hiring, training, on-boarding and employee relations.
- Ensured compliance with state, federal and local employment laws, as well as company standards, systems and processes.
- Provided confidential issue resolution while working with various levels of management.
- Trained management on trend awareness and performance in compliance.
- Reduced employee turnover through implementation of new incentive program / bonus structure to boost morale and performance.
- Proactively coached operations leaders on organizational effectiveness, performance management, engagement and development topics including progressive discipline, reward and recognition, training and workforce diversity.

SODEXO | Operating Manager, 1995-1998

Sidewalk Café, located in the student union building at Plymouth State University

- Recruited, hired, terminated and mentored college aged students and adults within the Plymouth State community.
- Promoted and supported workplace diversity initiatives and created a positive work environment.
- Directed daily general operations to ensure employees had appropriate equipment, inventory and resources to operate by Sodexo's standards.
- Developed / implemented plans and projects with defined objectives and timetables to support overall strategic plan for upper management.

E D U C A T I O N & T R A I N I N G

Bachelor of Science in Business Management

Plymouth State University, *Plymouth, NH*

Course Emphasis: Administrative Policy, Interpersonal Relations, and Human Resource Management

Supervision Series Certified

NHTI, *Concord NH*

Leadership Greater Concord Graduate

Greater Concord Chamber of Commerce, *Concord NH*

Jennifer Mazzei

Creative marketing strategist with 20+ years of experience developing digital & traditional campaigns to connect with a targeted audience. Experienced with leveraging market research, SEO, SEM, social media, PPC, email campaigns, and web analytics to drive conversion and brand exposure.

EXPERIENCE

Director of Digital Marketing and Project Support, New Hampshire Medical Society – July 2021 - Present

- Digital Strategy campaign creation including maintenance and updates of the Foundation and NHMS website and associated digital assets such as social media ad management, online donations, search engine marketing, and search engine optimization for events, membership, projects, public awareness campaigns and products.
- Graphic design of digital marketing material design such as flyers, online donation and membership campaigns, brochures, social media graphics, event signage and banners, composing ad layout for print advertising, digital advertising, and other marketing materials.
- Directs marketing efforts for services, products and public awareness campaigns, including coordinating of digital promotion of events, news releases and media advisories through a variety of communications channels, including social media.
- Provides project management support to EVP/COO for state contracts and grant projects, such as writing news releases, digital applications, online registrations and surveys, as well as promotional emails, video testimonials, data management and facilitating meetings for project advisory councils.
- Point person for association & learning management systems training.

Director of Digital Marketing, Business & Industry Association (BIA) – March 2020 - June 2021

Lead marketing, sales, demand generation, and technical training for a membership based association.

- Implement and train staff on new tools (slack, zoom, teams) for more effective remote team collaboration as well as the lead cyber security contact.
- Plan and execute marketing and demand generation campaigns with a focus on email marketing
- Perform market research and competitive brand analysis; develop digital campaigns to emphasize brand values, goals, and visions to keep current members engaged while attracting new members increasing engagement rate from .2 to 5%
- Spearheaded pandemic information center for employers via website and social campaigns increasing membership, brand awareness, and educational webinars.
- Pivoted to new revenue ideas when needed to adapt to the changing business climate and the analyzed the data to ensure our efforts were successful and presented to the Board of Directors.
- Designed marketing campaigns that drove traffic, increased sales, and brand awareness through print ads, banner ads, digital flip book programs, email, and social media to promote events.
- Collaborated with colleagues to create the first Livestream event for the Annual Dinner that usually has over 700 in person attendees and exceeded goal for views on YouTube.

Business Strategist, Marketing, Sales, J Maze Design

February 2000- March 2020

Lead strategist, SaaS sales and marketing for a 6 person web design and digital marketing agency.

Tasked with creating product strategy and leading the team in order to deliver a finished and marketable product. Taking responsibility for the life cycle of a product along with identifying and marketing the product's defining features as well as evaluating profit analysis and forecasting.

- Created in-house CMS SaaS for the ski industry, including ecommerce platform, booking, website editor, and training. Responsible for overseeing development and marketing the product.
- Implemented an event promotional strategy that encompassed tickets sales to more than double in one event, utilizing social media and email segmentation methods for fast results.
- Created digital strategy campaigns that had tangible ROI with google analytics, and social dashboards resulting in company growth by 90% in one year and 200% in 3 years.
- Designed print and digital materials that matched the brand for best exposure in print ads, banner ads, brochures, email marketing campaigns, and website design, creating a cohesive message that is recognizable and reaches target audiences.
- Business strategy initiatives that enable all the departments to work collaboratively to aim for the same mission and goals.
- Excelled in Solution Selling Matrix (ABM) - listened to pain points, came up with solutions, implemented solutions and had proven results for well over 800 clients.
- Collaborated with partners, vendors, and clients to establish common goals and missions to found solutions to save time and money and an overall success story.
- Community leader and mentor, Emerging Young Entrepreneur Award, International Communications Award, Pinnacle Award - Small Business of the Year, Co-founder CYPN

SKILLS

Social Media: Facebook, Twitter, Instagram, YouTube, LinkedIn

Web Analytics: Google Analytics, SEO, SEM, Facebook INsights, LinkedIn Analytics

Other Skills: Mailchimp, Constant Contact, Zoom, Slack, Microsoft Teams, Adobe Suite, Microsoft Office, Behavioral Intelligence, Wordpress, Hubspot, Atlas, solution selling, Team player and motivator

EDUCATION

Southern New Hampshire University Bachelor of Science, Business Administration, Computer Science

New Hampshire Technical Institute Certificate in Web design and development

Hubspot Academy: Certificate in Email Marketing

MindEdge Learning: Certificate in Content Marketing and Digital Strategy

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
James Potter	Executive Vice President/CEO	\$180,000	5%	\$10,000
Jane Tewksbury	Chief Operating Officer	\$130,000	2%	\$ 2,500
Jennifer Mazzei	Director of Digital Marketing	\$100,000	5%	\$ 5,000

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Lori A. Sibillette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 25, 2021

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 for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into contracts with the Contractors listed below in an amount not to exceed \$100,000 to conduct a Professional Awareness Campaign for Alcohol Misuse in order to expand medical, mental health and substance use disorder provider awareness amongst affiliated memberships to address the importance of alcohol misuse with clients, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through June 30, 2022. 100% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
New Hampshire Medical Society Concord, NH	154145-B001	Statewide	\$50,000
Foundation For Healthy Communities Concord, NH	154533	Statewide	\$50,000
		Total:	\$100,000

Funds are available in the following accounts for State Fiscal Years 2022, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
GOVERNOR'S COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92058501	\$100,000
			Total	\$100,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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EXPLANATION

The purpose of this request is for the Contractors to conduct Professional Awareness Campaigns for Alcohol Misuse in order to expand medical, mental health and substance use disorder provider awareness. These campaigns will address the importance of discussing alcohol misuse with patients by providing messaging and distribution of existing materials created by the National Institute on Alcohol Abuse and Alcoholism, as well as other evidence-based materials, to their members.

The Department had previously awarded contracts for a Professional Awareness Campaign to two Contractors, including the New Hampshire Medical Society, approved by Governor and Executive Council on August 4, 2021, item #14. The Department posted a second Request for Application in order to award two additional contracts in an effort to reach more medical professionals. The Department received applications from two Contractors. The two Contractors will be reaching out to an expanded network of medical professionals that will ensure more patients will receive information and appropriate services for alcohol misuse.

Nurses, medical assistants, and professionals who are members of the Contractors' associations will be directly impacted by contracted services. Alcohol use is a major driver of mortality in the United States, contributing to approximately 88,000 deaths annually. Excessive alcohol consumption has been steadily rising over the last decade and appears to have increased further during the COVID-19 pandemic based upon increased alcohol sales in New Hampshire and observation of increased alcohol associated harm. Medical and behavioral health providers are in a position to reduce that harm by recognizing and addressing alcohol misuse in early stages.

Approximately 50,000 professionals will receive materials created by the National Institute on Alcohol Abuse and Alcoholism, as well as other evidence-based materials from September 30, 2021 to June 30, 2022.

The Contractors will increase the ability of their members to address patient alcohol concerns by providing members with materials to assess, advise, treat and refer patients who have alcohol use disorders, thereby decreasing alcohol associated harm and improving their overall health. The Contractors will provide their membership with existing resource materials, in both digital and/or print formats, developed by federal, state and/or professional medical and/or behavioral health organizations to support members with enhancing patient care related to alcohol use.

The Contractors will create messaging from existing resource materials to encourage their members to:

- Identify patients' alcohol misuse;
- Advise patients on healthier behaviors regarding alcohol use;
- Treat patients with AUD and/or refer patients to specialty AUD treatment services; and
- Follow up with patients regarding alcohol use and provide support for recovery.

The Department will monitor contracted services through activity and expense reporting. The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from July 8, 2021 through July

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

27, 2021. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request providers may not have access to valuable information that can benefit patients who are affected by alcohol use and/or misuse, which could lead to productivity losses, including reduced labor force participation and reduced earnings of workers with alcohol use disorders.

Areas served: Statewide

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette", with a stylized flourish at the end.

Lori A. Shibinette
Commissioner



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

Professional Awareness Campaign for
Alcohol Misuse

RFA Name

RFA-2022-BDAS-04-PROFE

RFA Number

Reviewer Names

1. Ability - 30 Points

2. Experience - 40 Points

3. Knowledge - 30 Points

4. Total - 100 Points

5. 0

6. 0

7. 0

New Hampshire Medical Society	Foundation For Healthy Communities
25	27
36	22
30	20
91	69

1. Robert O'Hannon

2. Jessica Morton

3. Lindy Keller

4.

5.

6.

7.

8.

9.

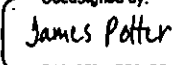
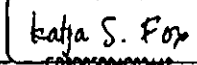
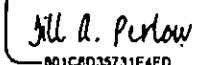
Subject: Professional Awareness Campaign for Alcohol Misuse (RFA-2022-BDAS-04-PROFE-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Medical Society		1.4 Contractor Address 7 N. State Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-1909	1.6 Account Number 05-92-92-920510-33820000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$50,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  James Potter BA318524F894BD Date: 10/6/2021		1.12 Name and Title of Contractor Signatory James Potter Executive Vice President/CEO	
1.13 State Agency Signature DocuSigned by:  Katja S. Fox E0B050440C344E Date: 10/6/2021		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  Jill A. Perlow 001C8D35731E4FD On: 10/11/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

DS
JP

10/6/2021

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this agreement to expand medical, mental health and substance use disorder provider awareness of the importance of addressing alcohol misuse by providing messaging and distribution of existing materials created by the National Institute on Alcohol Abuse and Alcoholism, as well as other evidence-based materials, to members of professional organizations.
- 1.2. The Contractor shall ensure services are available statewide.
- 1.3. Memberships referenced herein shall be defined as the Associations representing nurses and medical assistants.
- 1.4. The Contractor shall work with memberships to enhance medical, mental health and substance use disorder practices related to alcohol misuse to ensure providers are aware of:
 - 1.4.1. The harms of unhealthy alcohol use and its contribution to other psychosocial challenges.
 - 1.4.2. How to effectively approach topics related to alcohol use with patients.
 - 1.4.3. The value of screening, brief advice/intervention, and pharmacological treatments, in addition to psychosocial therapies, in addressing harmful alcohol use.
 - 1.4.4. Referral sources and processes to access specialty care for Alcohol Use Disorder (AUD).
- 1.5. The Contractor shall create messaging from existing resource materials to encourage their memberships to:
 - 1.5.1. Identify patients' alcohol misuse;
 - 1.5.2. Advise patients on healthier behaviors regarding alcohol use;
 - 1.5.3. Treat patients with AUD and or/refer patients to specialty AUD treatment services; and
 - 1.5.4. Follow up with patients regarding alcohol use and provide support for recovery.
- 1.6. The Contractor shall provide their memberships with existing resource materials developed by federal, state and/or professional medical and/or behavioral health organizations to support members with enhancing patient care related to alcohol use in digital and/or print formats. The Contractor shall ensure materials include but are not limited to:

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10/6/2021

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT B**

- 1.6.1. Information for patients including:
 - 1.6.1.1. Safe drinking guidelines.
 - 1.6.1.2. Medical and behavioral health risks associated with alcohol misuse.
 - 1.6.1.3. Patient resources to change their alcohol use patterns.
- 1.6.2. AUD screening tools.
- 1.6.3. Skills to provide brief advice/intervention.
- 1.6.4. Best practices for treating AUD including:
 - 1.6.4.1. Pharmacological treatments; and
 - 1.6.4.2. Psychosocial therapies.
- 1.6.5. Information on how to locate, refer to and access resources including, but not limited to:
 - 1.6.5.1. AUD specialty treatment.
 - 1.6.5.2. Recovery Support Services.

2. Exhibits Incorporated

- 2.1. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall provide a work plan in a format requested by the Department within 30 days of the contract effective date that identifies:
 - 3.1.1. A member distribution list;
 - 3.1.2. A list of federal and state resources for distribution to members; and
 - 3.1.3. AUD message development from existing resources identified in Subsection 1.4.
- 3.2. The Contractor shall provide an expense report in a format requested by the Department 30 days after the initial payment identified in Exhibit C, Payment Terms that identifies allowable expenses that shall be incurred during the contract.
- 3.3. The Contractor shall provide a final report 30 days before the end of this Contract in a format requested by the Department that includes:
 - 3.3.1. The number of members in their association;

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT B**

- 3.3.2. The type of message, as identified in Subsection 1.4, above, and the percentage of members who received them;
- 3.3.3. List of messaging resources identified in Subsection 1.7 that were provided to members and the type of resource materials that were provided, which includes digital and/or printed materials; and
- 3.3.4. An expense report for all expenses incurred in the delivery of services identified in this contract.

4. Performance Measures

- 4.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.3. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

- 5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement: "The

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT B**

preparation of this (report, document etc.) was financed under an 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."

- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT B**

payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% Other funds (Governor Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The Contractor shall submit an invoice in a form satisfactory to the Department upon approval of the work plan identified in Exhibit B, Section 3, Subsection 3.1 for an amount not to exceed 50% of the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation.
4. The Contractor shall submit documentation that details allowable expenses incurred in the previous month no later than the 15th day of the following month.
5. The Contractor shall submit a final invoice for an amount not to exceed up to the remaining balance of the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation with the final report and supporting documentation specified in Exhibit B, Scope of Services, no later than thirty (30) days before the date specified in Form P-37, General Provisions, Block 1.7, Completion Date. The Department may recoup payments processed in accordance with Section 3, in whole or in part, in the event that the Contractor does not complete the services detailed in Exhibit B, Scope of Services.
6. In lieu of hard copies, all invoices or expense reports may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Lindy Keller
Department of Health and Human Services
DBH-Bureau of Drug & Alcohol
105 Pleasant Street
Concord, NH 03301

7. The Department 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, subject to Paragraph 4 of Form P-37, General Provisions.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT C**

10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
 - 13.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 13.4. 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

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT C**

Contract to which exception has been taken, or which have been disallowed because of such an exception.

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

10/6/2021

Date

DocuSigned by:

James Potter

Name: James Potter

Title: Executive Vice President/CEO

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

10/6/2021

Date

DocuSigned by:

James Potter

Name: James Potter

Title: Executive Vice President/CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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Date 10/6/2021

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

10/6/2021

Date

DocuSigned by:

James Potter

Name: James Potter

Title: Executive Vice President/CEO

Contractor Initials

10/6/2021
Date

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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JP

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:

10/6/2021

Date

DocuSigned by:

James Potter

Name: James Potter

Title: Executive Vice President/CEO

Exhibit G

Contractor Initials

JP

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/6/2021

Date

DocuSigned by:

James Potter

Name: James Potter

Title: Executive Vice President/CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Health Insurance Portability Act
Business Associate Agreement
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- 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

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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

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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 Associate

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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. JP

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

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

Department of Health and Human Services

The State of New Hampshire

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative
Director

Title of Authorized Representative

10/6/2021

Date

James G Potter

Name of the Contractor

James Potter

Signature of Authorized Representative

James Potter

Name of Authorized Representative

Executive Vice President/CEO

Title of Authorized Representative

10/6/2021

Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

10/6/2021

Date

DocuSigned by:

James Potter

Name: James Potter

Title: Executive Vice President/CEO

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Exhibit J**FORM A**

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

1. The DUNS number for your entity is: 831166728
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

 NO YES

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

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

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

Name: <u>James Potter</u>	Amount: <u>\$180,000</u>
Name: <u>Jane Tewksbury</u>	Amount: <u>\$130,000</u>
Name: <u>Jennifer Mazzei</u>	Amount: <u>\$100,000</u>
Name: <u>Michael Padmore</u>	Amount: <u>\$80,000</u>

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Professional Awareness Campaign for Alcohol Misuse contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Foundation for Healthy Communities ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 27, 2021, (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit A, Revisions to Standard Agreement Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

June 30, 2023

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, subject to Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/27/2022

Date

DocuSigned by:

Katja S. Fox

6D8D05804C83443

Name: Katja S. Fox

Title: director

Foundation for Healthy Communities

5/26/2022

Date

DocuSigned by:

Peter Ames

53C728507B1C440

Name: Peter Ames

Title: Executive Director

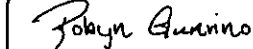
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/1/2022

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

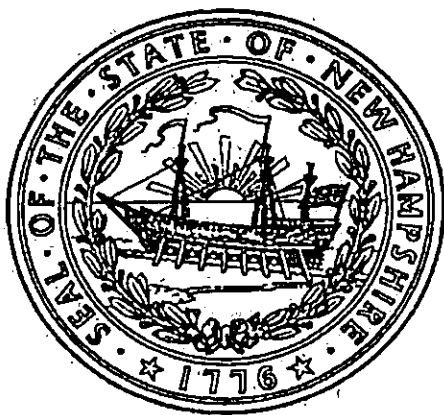
Department of State

CERTIFICATE

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

Business ID: 63943

Certificate Number: 0005780289



IN TESTIMONY WHEREOF,

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

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal of the State of New Hampshire.

David M. Scanlan
Secretary of State



Foundation for
Healthy Communities
CERTIFICATE OF VOTE/AUTHORITY

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


1. I am the duly elected Secretary/Treasurer of the Foundation for Healthy Communities;
2. The following are true copies of two resolutions duly adopted by action of unanimous consent of the Board of Directors of the Foundation Healthy Communities, duly adopted on October 18, 2021;

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer of the Foundation for Healthy Communities this 26th day of May 2022.



BOARD MEMBER

NEWHAMP-02

TFAGERSON



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/2/2021

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

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

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT Gabe Reissman NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: gabe.reissman@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company NAIC # 29424 INSURER B: Twin City Fire Insurance Company 29459 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED New Hampshire Hospital Assoc. The Foundation for Healthy Communities Attn: Linda Levesque 125 Airport Road Concord, NH 03301	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL 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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X		08 SBA VW2923	6/22/2021	6/22/2022	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 - COMPIOP AGG \$ 2,000,000 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	X		08 SBA VW2923	6/22/2021	6/22/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECIV5293	6/22/2021	6/22/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

CERTIFICATE HOLDER

CANCELLATION

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

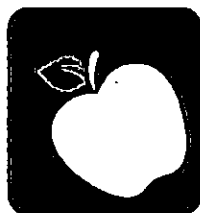


Foundation *for*
Healthy Communities

Foundation for Healthy Communities

Mission Statement

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



Foundation *for*
Healthy Communities

FINANCIAL STATEMENTS

and

FEDERAL REPORTS IN ACCORDANCE WITH UNIFORM GUIDANCE

December 31, 2021 and 2020

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Foundation for Healthy Communities

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Foundation for Healthy Communities (Foundation), which comprise the statements of financial position as of December 31, 2021 and 2020, and the related statements of activities and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Board of Trustees
Foundation for Healthy Communities
Page 2

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Other Reporting Required by Government Auditing Standards

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 18, 2022

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Financial Position

December 31, 2021 and 2020

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statement of Activities and Changes in Net Assets

Year Ended December 31, 2021

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statement of Activities and Changes in Net Assets

Year Ended December 31, 2020

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Cash Flows

Years Ended December 31, 2021 and 2020

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

Organization

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

1. Summary of Significant Accounting Policies

Use of Estimates

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

Basis of Presentation

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

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

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

Cash and Cash Equivalents

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

Accounts Receivable

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

Investments

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

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

Property and Equipment

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

Employee Fringe Benefits

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

Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as support with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. If there are unused grant funds at the time the grant restrictions expire, management seeks authorization from the grantor to retain the unused grant funds to be used for other unspecified projects. If the Foundation receives authorization from the grantor, then the Board of Trustees or management internally designates the use of those funds for future projects. These amounts are released from net assets with donor restrictions to internally designated net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions.

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

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

The amount of such funds the Foundation will ultimately receive depends on the actual scope of each program, as well as the availability of funds. The ultimate disposition of grant funds is subject to audit by the awarding agencies.

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

Contributions of long-lived assets are reported as support for net assets without donor restrictions unless donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long these long-lived assets must be maintained, the Foundation reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Income Taxes

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

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Foundation has considered transactions or events occurring through April 18, 2022, which was the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

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

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

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

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

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

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

3. Investments and Fair Value Measurement

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

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

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

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

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

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

4. Net Assets with Donor Restrictions

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

5. Conditional Promise to Give

During 2016, the Foundation was awarded a grant from the State of New Hampshire in an amount not to exceed \$1,800,000 to facilitate the expansion of New Hampshire's addiction identification and overdose prevention activities. Subsequent to the original award, the State of New Hampshire amended the award amount increasing the grant to an amount not to exceed \$4,575,824. Receipt of the grant and recognition of the related revenue was conditional upon incurring qualifying expenditures. For the year ended December 31, 2020, the Foundation recognized program and grant support related to this award in the amount of \$1,104,493. As of December 31, 2020, the Foundation had received and recognized the full award. No additional awards occurred during 2021.

6. Related Party Transactions

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

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2021 and 2020

7. Retirement Plan

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

8. Functional Expenses

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

Expenses by function and natural classification are as follows:

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

SUPPLEMENTARY INFORMATION
GOVERNMENTAL REPORTS



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

Board of Trustees
Foundation for Healthy Communities

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

Report on Internal Control over Financial Reporting

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

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

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

Board of Trustees
Foundation for Healthy Communities

Report on Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 18, 2022



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

Board of Trustees
Foundation for Healthy Communities

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

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

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

Basis for Opinion on the Major Federal Program

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

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

Responsibilities of Management for Compliance

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

Board of Trustees
Foundation for Healthy Communities

Auditor's Responsibilities for the Audit of Compliance

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

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

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

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

Report on Internal Control over Compliance

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

Board of Trustees
Foundation for Healthy Communities

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

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

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

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

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 18, 2022

FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2021

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to the Schedule of Expenditures of Federal Awards

Year Ended December 31, 2021

1. Basis of Presentation

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

2. Summary of Significant Accounting Policies

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

3. Indirect Cost Rate

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

FOUNDATION FOR HEALTHY COMMUNITIES

Schedule of Findings and Questioned Costs

Year Ended December 31, 2021

Section I. - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

_____ yes x no

Significant deficiency(ies) identified not considered to be material weaknesses?

_____ yes x none reported

Noncompliance material to financial statements noted?

_____ yes x no

Federal Awards

Internal control over major programs:

Material weakness(es) identified?

_____ yes x no

Significant deficiency(ies) identified not considered to be material weaknesses?

_____ yes x none reported

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

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

_____ yes x no

Identification of Major Programs

CFDA Number(s)

Name of Federal Program or Cluster

93.074

Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee?

 x yes _____ no

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

None noted

Section III. - Federal Award Findings and Questioned Costs

None noted

FOUNDATION FOR HEALTHY COMMUNITIES

Summary Schedule of Prior Audit Findings

Year Ended December 31, 2021

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

None noted

Section II. - Federal Award Findings and Questioned Costs

None noted



Foundation for
Healthy Communities

BOARD OF DIRECTORS 2022

Sue Mooney, MD, Chair	President & CEO, Alice Peck Day Memorial Hospital
Lauren Collins-Cline, Vice Chair	Director, Corporate Communications & PR, Catholic Medical Center
Stephen Ahnen, Secretary / Treasurer	President, New Hampshire Hospital Association
Peter Ames, <i>ex officio</i>	Executive Director, Foundation for Healthy Communities
Deb Broadhead, RN	Director, Healthcare Management, Anthem
Jocelyn Caple, MD	CMO, Interim CEO, Valley Regional Hospital
Scott Colby	President, Upper Connecticut Valley Hospital
Jay Couture, Immediate Past Chair	President & CEO, Seacoast Mental Health Center
James Culhane	President & CEO, Lake Sunapee Visiting Nurses Association
Mike Decelle	Dean, UNH Manchester
Cherie Holmes, MD	CMO, Cheshire Medical Center
Sally Kraft, MD	Vice President of Population Health, Dartmouth-Hitchcock Health
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Lisa Madden	President and CEO, Riverbend Community Mental Health Center
Tom Manion	President and CEO, New London Hospital
Holly McCormack, MSN	CEO, Cottage Hospital
Betsey Rhynhart	Vice President, Population Health, Concord Hospital
Jeremy Roberge, CPA	President & CEO, Huggins Hospital
Ed Shanshala	CEO, Ammonoosuc Community Health Services
John Skevington	CEO, Parkland Medical Center
Helen Taft	Former Executive Director, Families First
Susan Walsh	Strategic Business Lead, NH, Harvard Pilgrim Health Care
Andrew Watt, MD	CMIO, Catholic Medical Center

DANIEL L. ANDRUS

Professional Experience

March 2020-Present	Director of Substance Use Disorder Treatment Projects Foundation for Healthy Communities Concord, New Hampshire Oversee grant funded initiatives to improve the capability of the health care system to provide care for patients with substance use disorder
June 2008-March 2020	Fire Chief and Emergency Management Coordinator City of Concord, New Hampshire Oversaw a department of 100 employees and a \$14.2 million budget providing fire protection and emergency medical services to a capital city of approximately 43,000 residents
June 1979-June 2008	Salt Lake City Fire Department Salt Lake City, Utah
June 1979-June 1985	Firefighter/Emergency Medical Technician
June 1985-May 1987	Firefighter/Paramedic
June 1987-July 1991	Fire Lieutenant
July 1991-October 1994	Public Information Officer
October 1994-September 1996	Station Captain
September 1996-March 1998	Division Chief for Communications and Emergency Management
March 1998-September 2003	Fire Marshal
September 2003-July 2007	Battalion Chief
August 2007-June 2008	Deputy Chief of Administration

Education

Master of Science, Economics, University of Utah
Master of Public Administration, University of Utah
Bachelor of Science, Fire Service Administration, Western Oregon State College
Bachelor of Science, Management, University of Utah
Graduate, Executive Fire Officer Program, National Fire Academy
Graduate, Graduate Certificate Program in Conflict Resolution, University of Utah

Professional and Community Service Highlights

Current

Member, Board of Trustees, Concord Regional Visiting Nurse Association, 2017-Present
Member, New Hampshire Public Health Association, March 2014-Present
Member, New Hampshire Technical Institute Paramedic Program Advisory Board, 2012-Present

Past

Member, Concord Rotary Club, March 2010-June 2020
Member, Public Health Advisory Committee Executive Committee, Granite United Way, January 2014-December 2019
Member, Fire Control Board, State of New Hampshire, 2010-2019 (Chair 2018-2019)
Member, Capital Area Public Health Network, June 2008-December 2019
Member, Board of Directors, Capital Area Mutual Aid Fire Compact, June 2008-December 2019
Member, Lakes Region Community College Fire Science Program Advisory Board, 2012-2019
Member, Northern New England Metropolitan Medical Response Steering Committee, 2011-2017
Paramedic, New Hampshire Medical Task Force 1, 2011-2017
Member, Concord Plan to End Homelessness Steering Group, 2013-2014
Member, Board of Directors, Concord Coalition to End Homelessness, June 2011-2016 (Secretary 2013-2016)
Member, Greater Concord Task Force Against Racism and Intolerance, 2008-2016
Treasurer, Capital Area Mutual Aid Fire Compact, January 2009-January 2014
President, Board of Governors, Community Health Centers, Incorporated, Salt Lake City, Utah, 2006-2008
Secretary, National Fire Protection Association Technical Committee on Single and Multiple Station Alarms and Household Fire Warning Equipment, 1991-2008
Volunteer Mediator, Third District Juvenile Court, Salt Lake City School District, Third District Court, Utah Anti-Discrimination Division, 2004-2008
Chair, Salt Lake City Local Emergency Planning Committee, 1999-2008 (member since 1992)
Member, Salt Lake City Metropolitan Medical Response System Steering Committee, 2003-2008
Board Member, Utah Council for Conflict Resolution, 2005-2007
Chair, Workplace Section, Utah Council on Conflict Resolution, 2005-2007
President, Fire Marshals Association of Utah, 2001

President, Utah Chapter, American Society for Public Administration, 1994

Professional Affiliations

New Hampshire Public Health Association

Honors and Awards

Judge Memorial Catholic High School Alumnus Distinguished Service Award,
2001

Granite United Way, Advocate Award, 2017

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Daniel L. Andrus	Director, Substance Use Disorder Treatment Project	\$78,409	0	\$0
Total				\$0

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Lori A. Sbiblatte
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 25, 2021

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 for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into contracts with the Contractors listed below in an amount not to exceed \$100,000 to conduct a Professional Awareness Campaign for Alcohol Misuse in order to expand medical, mental health and substance use disorder provider awareness amongst affiliated memberships, to address the importance of alcohol misuse with clients, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through June 30, 2022. 100% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
New Hampshire Medical Society Concord, NH	154145-B001	Statewide	\$50,000
Foundation For Healthy Communities Concord, NH	154533	Statewide	\$50,000
		Total:	\$100,000

Funds are available in the following accounts for State Fiscal Years 2022, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**06-96-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
GOVERNOR'S COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92058501	\$100,000
			Total	\$100,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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EXPLANATION

The purpose of this request is for the Contractors to conduct Professional Awareness Campaigns for Alcohol Misuse in order to expand medical, mental health and substance use disorder provider awareness. These campaigns will address the importance of discussing alcohol misuse with patients by providing messaging and distribution of existing materials created by the National Institute on Alcohol Abuse and Alcoholism, as well as other evidence-based materials, to their members.

The Department had previously awarded contracts for a Professional Awareness Campaign to two Contractors, including the New Hampshire Medical Society, approved by Governor and Executive Council on August 4, 2021, item #14. The Department posted a second Request for Application in order to award two additional contracts in an effort to reach more medical professionals. The Department received applications from two Contractors. The two Contractors will be reaching out to an expanded network of medical professionals that will ensure more patients will receive information and appropriate services for alcohol misuse.

Nurses, medical assistants, and professionals who are members of the Contractors' associations will be directly impacted by contracted services. Alcohol use is a major driver of mortality in the United States, contributing to approximately 88,000 deaths annually. Excessive alcohol consumption has been steadily rising over the last decade and appears to have increased further during the COVID-19 pandemic based upon increased alcohol sales in New Hampshire and observation of increased alcohol associated harm. Medical and behavioral health providers are in a position to reduce that harm by recognizing and addressing alcohol misuse in early stages.

Approximately 50,000 professionals will receive materials created by the National Institute on Alcohol Abuse and Alcoholism, as well as other evidence-based materials from September 30, 2021 to June 30, 2022.

The Contractors will increase the ability of their members to address patient alcohol concerns by providing members with materials to assess, advise, treat and refer patients who have alcohol use disorders, thereby decreasing alcohol associated harm and improving their overall health. The Contractors will provide their membership with existing resource materials, in both digital and/or print formats, developed by federal, state and/or professional medical and/or behavioral health organizations to support members with enhancing patient care related to alcohol use.

The Contractors will create messaging from existing resource materials to encourage their members to:

- Identify patients' alcohol misuse;
- Advise patients on healthier behaviors regarding alcohol use;
- Treat patients with AUD and/or refer patients to specialty AUD treatment services; and
- Follow up with patients regarding alcohol use and provide support for recovery.

The Department will monitor contracted services through activity and expense reporting.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from July 8, 2021 through July

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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27, 2021. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request providers may not have access to valuable information that can benefit patients who are affected by alcohol use and/or misuse, which could lead to productivity losses, including reduced labor force participation and reduced earnings of workers with alcohol use disorders.

Areas served: Statewide

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette", with a stylized flourish at the end.

Lori A. Shibinette
Commissioner



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

**Professional Awareness Campaign for
Alcohol Misuse**

RFA Name

RFA-2022-BDAS-04-PROFE

RFA Number

Reviewer Names

1. **Ability - 30 Points**
2. **Experience - 40 Points**
3. **Knowledge - 30 Points**
4. **Total - 100 Points**
5. 0
6. 0
7. 0

	New Hampshire Medical Society	Foundation For Healthy Communities
	25	27
	36	22
	30	20
	91	69

1. Robert O'Hannon
2. Jessica Morton
3. Lindy Keller
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

Subject: Professional Awareness Campaign for Alcohol Misuse (RFA-2022-BDAS-04-PROFE-02)

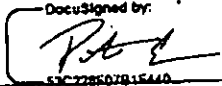
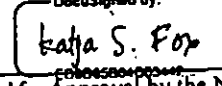

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Foundation for Healthy Communities		1.4 Contractor Address 125 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-1909	1.6 Account Number 05-95-90-901010-33820000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$50,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 10/7/2021		1.12 Name and Title of Contractor Signatory Peter Ames Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 10/8/2021		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/11/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this agreement to expand medical, mental health and substance use disorder provider awareness of the importance of addressing alcohol misuse by providing messaging and distribution of existing materials created by the National Institute on Alcohol Abuse and Alcoholism, as well as other evidence-based materials, to members of professional organizations.
- 1.2. The Contractor shall ensure services are available statewide.
- 1.3. Membership referenced herein shall be defined as the New Hampshire Hospital Association.
- 1.4. The Contractor shall work with membership to enhance medical, mental health and substance use disorder practices related to alcohol misuse to ensure providers are aware of:
 - 1.4.1. The harms of unhealthy alcohol use and its contribution to other psychosocial challenges.
 - 1.4.2. How to effectively approach topics related to alcohol use with patients.
 - 1.4.3. The value of screening, brief advice/intervention, and pharmacological treatments, in addition to psychosocial therapies, in addressing harmful alcohol use.
 - 1.4.4. Referral sources and processes to access specialty care for Alcohol Use Disorder (AUD).
- 1.5. The Contractor shall create messaging from existing resource materials to encourage their membership to:
 - 1.5.1. Identify patients' alcohol misuse;
 - 1.5.2. Advise patients on healthier behaviors regarding alcohol use;
 - 1.5.3. Treat patients with AUD and or/refer patients to specialty AUD treatment services; and
 - 1.5.4. Follow up with patients regarding alcohol use and provide support for recovery.
- 1.6. The Contractor shall provide their membership with existing resource materials developed by federal, state and/or professional medical and/or behavioral health organizations to support members with enhancing patient care related to alcohol use in digital and/or print formats. The Contractor shall ensure materials include but are not limited to:
 - 1.6.1. Information for patients including:

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**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT B**

- 1.6.1.1. Safe drinking guidelines.
- 1.6.1.2. Medical and behavioral health risks associated with alcohol misuse.
- 1.6.1.3. Patient resources to change their alcohol use patterns.
- 1.6.2. AUD screening tools.
- 1.6.3. Skills to provide brief advice/intervention.
- 1.6.4. Best practices for treating AUD including:
 - 1.6.4.1. Pharmacological treatments; and
 - 1.6.4.2. Psychosocial therapies.
- 1.6.5. Information on how to locate; refer to and access resources including, but not limited to:
 - 1.6.5.1. AUD specialty treatment.
 - 1.6.5.2. Recovery Support Services.

2. Exhibits Incorporated

- 2.1. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall provide a work plan in a format requested by the Department within 30 days of the contract effective date that identifies:
 - 3.1.1. A member distribution list;
 - 3.1.2. A list of federal and state resources for distribution to members; and
 - 3.1.3. AUD message development from existing resources identified in Subsection 1.4.
- 3.2. The Contractor shall provide an expense report in a format requested by the Department 30 days after the initial payment identified in Exhibit C, Payment Terms that identifies allowable expenses that shall be incurred during the contract.
- 3.3. The Contractor shall provide a final report 30 days before the end of this Contract in a format requested by the Department that includes:
 - 3.3.1. The number of members in their association;
 - 3.3.2. The type of message, as identified in Subsection 1.4, above, and the percentage of members who received them;

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**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT B**

- 3.3.3. List of messaging resources identified in Subsection 1.7 that were provided to members and the type of resource materials that were provided, which includes digital and/or printed materials; and
- 3.3.4. An expense report for all expenses incurred in the delivery of services identified in this contract.

4. Performance Measures

- 4.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.3. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

- 5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT B**

Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT B**

and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% Other funds (Governor Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The Contractor shall submit an invoice in a form satisfactory to the Department upon approval of the work plan identified in Exhibit B, Section 3, Subsection 3.1 for an amount not to exceed 50% of the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation.
4. The Contractor shall submit documentation that details allowable expenses incurred in the previous month no later than the 15th day of the following month.
5. The Contractor shall submit a final invoice for an amount not to exceed up to the remaining balance of the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation with the final report and supporting documentation specified in Exhibit B, Scope of Services, no later than thirty (30) days before the date specified in Form P-37, General Provisions, Block 1.7. Completion Date. The Department may recoup payments processed in accordance with Section 3, in whole or in part, in the event that the Contractor does not complete the services detailed in Exhibit B, Scope of Services.
6. In lieu of hard copies, all invoices or expense reports may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Lindy Keller
Department of Health and Human Services
DBH-Bureau of Drug & Alcohol
105 Pleasant Street
Concord, NH 03301
7. The Department 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, subject to Paragraph 4 of Form P-37, General Provisions.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.



**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT C**

10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
 - 13.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 13.4. 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

**New Hampshire Department of Health and Human Services
Professional Awareness Campaign for Alcohol Misuse
EXHIBIT C**

Contract to which exception has been taken, or which have been disallowed because of such an exception.

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

10/7/2021

Date

DocuSigned by:

Name: Peter Ames

Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

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


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

Vendor Name:

10/7/2021

Date

DocuSigned by:



Name: Peter Ames

Title: Executive Director

Exhibit E -- Certification Regarding Lobbying

Vendor Initials

Date 10/7/2021

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



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

10/7/2021

Date

DocuSigned by:


Name: Peter Ames

Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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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:

10/7/2021

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "Peter Ames", written over a horizontal line.

Name: Peter Ames

Title: Executive Director

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/7/2021

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "Peter Ames", written over a horizontal line.

Name: Peter Ames

Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

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10/7/2021
Date

New Hampshire Department of Health and Human Services



Exhibit I

- l. "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 Associate shall not disclose the PHI.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 2 of 6

Contractor Initials

10/7/2021
Date

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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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 Associate

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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. PA

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Exhibit I

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

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

Department of Health and Human Services

The State by:

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative
Director

Title of Authorized Representative

10/8/2021

Date

Foundation for Healthy Communities

Name of the Contractor

Peter Ames

Signature of Authorized Representative

Peter Ames

Name of Authorized Representative

Executive Director

Title of Authorized Representative

10/7/2021

Date

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New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

10/7/2021

Date

DocuSigned by:

Name: Peter Ames

Title: Executive Director



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

FORM A

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

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1. The DUNS number for your entity is: 01333263
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov