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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 2, 2020

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, to amend an existing **Sole Source** contract with Foundation for Healthy Communities (VC#154533-B001), 125 Airport Road, Concord, NH for the expansion of the State's capacity to provide Substance Use Disorder Treatment including the use of medications to New Hampshire residents experiencing addiction, by increasing the price limitation by $1,056,000 from $3,412,000 to $4,468,000 and by extending the completion date from June 30, 2020 to June 30, 2021 effective upon Governor and Council approval. The original contract was approved by Governor and Council on July 13, 2016, item #6B and most recently amended with Governor and Council approval on May 15, 2019, item #17. 100% Other Funds (Governor's Commission Funds).

Funds are available in the following account for State Fiscal Year 2021, 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.

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal, 20% General Funds)

SFY	Class/ Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500734	Contracts for Social Services	$1,500,000	$0	$1,500,000
2018	102-500734	Contracts for Social Services	$300,000	$0	$300,000
		Sub-Total	***$1,800,000***	***$0***	***$1,800,000***

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal, 20% General Funds)

SFY	Class/ Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500734	Contracts for Social Services	$500,000	$0	$500,000
		Sub-Total	***$500,000***	***$0***	***$500,000***

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)

SFY	Class/ Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500734	Contracts for Social Services	$556,000	$0	$556,000
2020	102-500734	Contracts for Social Services	$556,000	$0	$556,000
2021	102-500734	Contracts for Social Services	$0	*$1,056,000*	*$1,056,000*
		Sub-Total	***$1,112,000***	***$1,056,000***	***$2,168,000***
		Contract Total	**$3,412,000**	**$1,056,000**	**$4,468,000**

EXPLANATION

This request is **Sole Source** because the vendor is uniquely qualified to provide the treatment services needed to address the opioid crisis. This vendor was selected because of its established professional relationships with all hospitals in New Hampshire and its proven ability to work effectively with New Hampshire hospitals and physician practices to implement new programs. As previously stated, the original contract was approved by Governor and Council on July 13, 2016, Item #6B. It was then subsequently amended with Governor and Council approval on March 7, 2018, Item #16; and on May 15, 2019, Item #17.

The purpose of this request is to increase the State's capacity to address substance use disorders in hospitals and their networked physician practices by initiating the provision of new services, including Medication Assisted Treatment, in Emergency Departments, acute care and outpatient services. Developing the capacity of medical professionals to recognize and address substance use disorders across the spectrum of hospital services will increase opportunities for persons with these disorders to initiate and maintain their recovery and allow for continuity of their treatment.

New Hampshire continues to have a significant number of individuals in need of services to address their misuse of opioids. The State continues to work with the substance use treatment system to develop and expand resources. It is anticipated that approximately 500 individuals will receive services supported by this program from July 1, 2020 through June 30, 2021. The overall investment in the project will develop systems to sustain capacity in the future and support the development of new programs to build long-term capacity.

The vendor will recruit, engage and provide training and other technical support to develop these services within subcontracted hospitals participating in the program, and monitor their compliance with best practices.

The Department will monitor contracted services using the following performance measures:

- Minimum of thirty (30) medical practices increasing capacity to provide Medication Assisted Treatment services.

- Minimum of twelve (12) hospitals increasing their capacity to address substance use disorders in their Emergency Departments.
- Minimum of three (3) hospitals increasing their capacity to address substance use disorders for acute care patients with co-occurring medical conditions.

As referenced in Exhibit C-1, Revisions to General Provisions, Paragraph 3 of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, 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) years available.

Should the Governor and Council not authorize this request, the availability of these vital services will be limited and residents in some areas of the State may not receive appropriate treatment for their substance use disorders, resulting in a heightened risk rom overdose, financial and emotional strains on families, and related economic and resource challenges in communities as affected individuals continue to struggle with their addictions.

Area served: Statewide

Source of Funds: 100% Other funds from Governor's Commission

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Medication Assisted Services Contract

This 3rd Amendment to the Medication Assisted Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Foundation for Healthy Communities, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 125 Airport Road, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 13, 2016, (Item #6B), as amended on March 7, 2018, (Item #16), and May 15, 2019, (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, 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, increase the price limitation, or modify the scope of services 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, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,468,000.

3. Add Exhibit A – Amendment #2, Section 4. Program Requirements, Subsection 4.1. to read:

   4.1. Inpatient Services

   4.1.1. The Contractor shall recruit hospitals willing to increase their capacity to address SUDs of patients being treated for other medical conditions in their Inpatient Services.

   4.1.2. The Contractor shall contract with a minimum of three (3) identified hospitals to increase their ability to identify and address acute care patients' SUDs.

   4.1.3. The Contractor shall work with hospital personnel to develop a work plan for addressing SUDs in inpatient services. Work plans shall include, but not be limited to:

   4.1.3.1. Committing a minimum of one (1) staff member or consultant to coordinate activities;

   4.1.3.2. Training hospital staff in basic understanding of addiction, recovery, harm reduction and resources;

   4.1.3.3. Establishing protocols and work flows for services, which shall include, but not be limited to:

   4.1.3.3.1. Identifying and evaluating patients with SUDs;

   4.1.3.3.2. Motivating patients to acknowledge and address their SUDs through effective bi-lateral communication;

4.1.3.3.2. Providing harm reduction services;

4.1.3.3.3. Providing or referring patients to behavioral health counseling and peer recovery support for SUD;

4.1.3.3.4. Initiating medical treatment for SUD, including MAT when indicated; and

4.1.3.3.5. Discharge planning with referrals for continuing SUD treatment and recovery support.

4.1.3.4. Initiating the implementation of services in Paragraph 4.1.3.

4.1.4. The Contractor shall monitor implementation of the work plans to ensure hospitals are achieving progress as listed in Paragraph 4.1.3.

4.1.5. The Contractor shall disburse funds to hospitals to operationalize work plans. Funds may be used for purposes including, but not limited to:

4.1.5.1. Paying for the coordinator's service;

4.1.5.2. Training;

4.1.5.3. Modifications to the electronic health record (EHR) system; and

4.1.5.4. Staff or processes identified in work plan with approval of the Department.

4.1.6. The Contractor shall ensure the availability of initial and on-going training and technical assistance to staff in hospitals.

4.1.7. The Contractor shall provide hospitals with options for available funds for sustainability of services outlined in Subsection 4.1.

4.2. Compliance and Reporting Requirements

4.2.1 The Contractor shall submit a list of hospitals for subcontracting, subject to Department approval.

4.2.2. The Contractor shall provide quarterly status reports to the Department that shall include, but not be limited to:

4.2.2.1. Designated coordinators for each hospital;

4.2.2.2. Training provided in basic understanding of addiction, recovery, harm reduction and resources;

4.2.2.3. Protocols established and implemented;

4.2.2.4. Training and technical assistance needed by hospital personnel; and

4.2.2.5. Other progress in addressing SUDs in inpatient services to date.

4.2.3. The Contractor shall submit a final report to the Department within forty-five (45) days of conclusion of the contract that shall include, but is not limited to:

4.2.3.1. Designated coordinators for each hospital;

4.2.3.2. Training provided to hospital personnel in a basic understanding of:

4.2.3.2.1. Addiction;

4.2.3.2.2. Recovery;

4.2.3.2.3. Harm reduction; and

4.2.3.2.4. SUD recovery and treatment resources;

4.2.3.3. Protocols established and implemented as described in 4.1.3.3.;

4.2.3.4. Number of services provided for acute care patients with co-occurring SUDs; and

4.2.3.4. Total number of acute care patients benefitting from this program and further delineated by:

4.2.3.4.1. Number of patients with identified SUDs.

4.2.3.4.2. Number of patients who received services provided by this program.

4.3. Performance Measures

4.3.1. The Contractor shall provide a baseline of the following metrics taken at the onset of this contract:

4.3.1.1. The number of acute care patients with SUDs receiving the following services while hospitalized:

4.3.1.1.1. Harm reduction;

4.3.1.1.2. SUD Counseling;

4.3.1.1.3. SUD medical treatment; and

4.3.1.1.4. SUD recovery support services.

4.3.1. The Contractor shall provide to the Department the following performance measures:

4.3.1.1. A minimum of three (3) hospitals increasing their capacity to address SUDs in their Inpatient Services;

4.3.1.2. A minimum of three (3) hospitals implementing improved protocols in their Inpatient services;

4.3.1.3. An increased number of acute care patients with SUDs receiving the services listed in Subparagraph 4.3.1.1.; and

4.3.1.4. An increased number of acute care patients with SUDs provided with referrals to services to address their SUDs post hospital discharge.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2., and delete in its entirety and replace with:

This Agreement is funded with general, federal and other funds (Governor's Commission Funds). Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.959 U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; Block Grants for Prevention and Treatment of Substance Abuse; Substance Abuse Block Grant (SABG) and Other Funds from the Governor Commission Funds.

5. Add Exhibit B-5, Budget – Amendment #3, incorporated by reference and attached herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

5/20/2020
Date

Name: Katja S. Fox
Title: Director

Foundations for Healthy Communities

5-18-20
Date

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

6/5/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

Exhibit B-5, Budget - Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: Foundation for Healthy Communities

Budget for: MAT Healthy Communities

Budget Period: 7/1/20 - 6/30/21

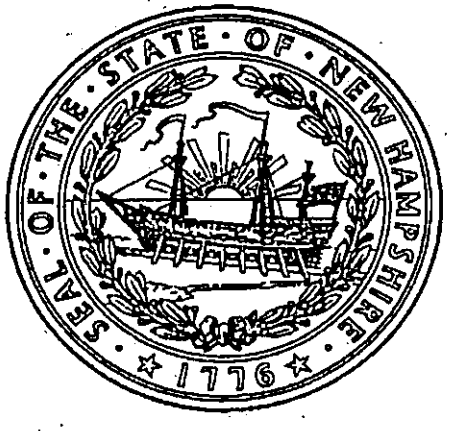
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	$ 108,000.00	$ 15,900.00	$ 121,900.00
2. Employee Benefits	$ 37,500.00	$ 5,625.00	$ 43,125.00
3. Consultants	$ 4,000.00	$ 600.00	$ 4,600.00
4. Equipment:			
Rental			
Repair and Maintenance			
Purchase/Depreciation			
5. Supplies:			
Educational			
Lab			
Pharmacy			
Medical			
Office	$ 402.00	$ 60.30	$ 462.30
6. Travel	$ 4,800.00	$ 720.00	$ 5,520.00
7. Occupancy	$ 3,120.00	$ 468.00	$ 3,588.00
8. Current Expenses			
Telephone	$ 402.00	$ 60.30	$ 462.30
Postage	$ 300.00	$ 45.00	$ 345.00
Subscriptions			
Audit and Legal	$ 8,300.00	$ 1,245.00	$ 9,545.00
Insurance			
Board Expenses			
9. Software			
10. Marketing/Communications			
11. Staff Education and Training	$ 2,000.00	$ 300.00	$ 2,300.00
12. Subcontracts/Agreements	$ 860,050.35		$ 860,050.35
13. Other	$ 300.00	$ 45.00	$ 345.00
Printing	$ 1,635.00	$ 245.25	$ 1,880.25
Computer Output Expenses	$ 1,632.00	$ 244.80	$ 1,876.80
TOTAL	$ 1,030,441.35	$ 25,658.65	$ 1,056,000.00

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 63943
Certificate Number: 0004524446



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of June A.D. 2019.

William M. Gardner,
Secretary of State

CERTIFICATE OF AUTHORITY

I, Stephen Ahnen, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Foundation for Healthy Communities.
(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 October 12, 2017, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Peter Ames (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Foundation for Healthy Communities 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 termination 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 18, 2020

Signature of Elected Officer
Name: Stephen Ahnen
Title: Secretary/Treasurer
Foundation for Healthy Communities
President, New Hampshire Hospital Association

STATE OF NEW HAMPSHIRE

County of Merrimack

The foregoing instrument was acknowledged before me this 18th day of May, 2020

By Stephen Ahnen
(Name of Elected Clerk/Secretary/Officer of the Agency)

Linda L Levesque
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LINDA LEE LEVESQUE
MY COMMISSION EXPIRES SEPT. 5, 2023
NOTARY PUBLIC NEW HAMPSHIRE

Commission Expires:

Rev. 09/23/19

NEWHAMP-02 GREISSMAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2020

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 100 Central Street Suite 201 Holliston, MA 01746	CONTACT NAME: Gabe Reissman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: gabe.reissman@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hartford Casualty Insurance Company — 29424
INSURED Foundation for Healthy Communities Attn: Linda Levesque 125 Airport Road Concord, NH 03301	INSURER B : Twin City Fire Insurance Company — 29459
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		08SBAVW2923	6/22/2020	6/22/2021	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		08SBAVW2923	6/22/2020	6/22/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WECIV5293	6/22/2020	6/22/2021	PER STATUTE OTH-ER 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)
Foundation for Healthy Communities is considered a Named Insured for the above mentioned policies.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Foundation *for*
Healthy Communities

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

VALUES: Respect

Integrity

Excellence

Innovation

Engagement

Equity

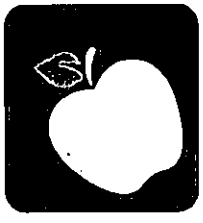
Continuous Learning

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

KEY OBJECTIVES:

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

BerryDunn



Foundation *for*
Healthy Communities

FINANCIAL STATEMENTS

December 31, 2019 and 2018

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Foundation for Healthy Communities

We have audited the accompanying financial statements of Foundation for Healthy Communities (Foundation), which comprise the statements of financial position as of December 31, 2019 and 2018, and the related statements of activities and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 Foundation's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2019 and 2018, 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.

Other Matter

Changes in Accounting Principles

As discussed in Note 1, in 2019 the Foundation adopted Financial Accounting Standards Board Accounting Standards Update (FASB ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance, FASB ASU No. 2016-01, *Recognition and Measurement of Financial Assets and Liabilities*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to these matters.

Manchester, New Hampshire
REPORT DATE

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Financial Position

December 31, 2019 and 2018

	2019	2018
ASSETS		
Current assets		
Cash and cash equivalents	$ 593,892	$ 570,277
Accounts receivable, net	357,452	483,614
Due from affiliate	112,530	113,330
Prepaid expenses	9,610	6,176
Total current assets	1,073,484	1,173,397
Investments	872,550	703,806
Property and equipment		
Leasehold improvements	1,118	1,118
Equipment and furniture	147,427	147,427
	148,545	148,545
Less accumulated depreciation	145,398	142,320
Property and equipment, net	3,147	6,225
Total assets	$1,949,181	$1,883,428
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	$ 142,961	$ 4,547
Accrued payroll and related amounts	46,185	31,023
Due to affiliate	61,687	47,264
Deferred revenue	8,013	5,446
Total current liabilities and total liabilities	258,846	88,280
Net assets		
Without donor restrictions		
Operating	791,489	700,951
Internally designated	538,496	646,909
Total without donor restrictions	1,329,985	1,347,860
With donor restrictions	360,350	447,288
Total net assets	1,690,335	1,795,148
Total liabilities and net assets	$1,949,181	$1,883,428

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, 2019

	Without Donor Restrictions				
	Operating	Internally Designated	Total	With Donor Restrictions	Total
Revenues					
Foundation support	$ 443,120	$ -	$ 443,120	$ -	$ 443,120
Program services	1,504,839	-	1,504,839	-	1,504,839
Seminars, meetings, and workshops	132,670	-	132,670	-	132,670
Interest and dividend income	23,052		23,052	-	23,052
Net realized and unrealized gain on investments	178,765	-	178,765	-	178,765
Gifts and donations	853	-	853	-	853
Grant support	-	-	-	511,776	511,776
Net assets released from restrictions	556,044	42,670	598,714	(598,714)	-
Net assets released from internally designated	151,083	(151,083)	-	-	-
Total revenues	2,990,426	(108,413)	2,882,013	(86,938)	2,795,075
Expenses					
Salaries and related taxes	1,357,584	-	1,357,584	-	1,357,584
Other operating	128,316	-	128,316	-	128,316
Program services	1,222,755	-	1,222,755	-	1,222,755
Seminars, meetings, and workshops	191,284	-	191,284	-	191,284
Depreciation	3,078	-	3,078	-	3,078
Recovery for bad debts	(3,129)	-	(3,129)	-	(3,129)
Total expenses	2,899,888	-	2,899,888	-	2,899,888
Change in net assets from operations and total change in net assets	90,538	(108,413)	(17,875)	(86,938)	(104,813)
Net assets, beginning of year	700,951	646,909	1,347,860	447,288	1,795,148
Net assets, end of year	$ 791,489	$ 538,496	$1,329,985	$ 360,350	$1,690,335

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, 2018

	Without Donor Restrictions				
	Operating	Internally Designated	Total	With Donor Restrictions	Total
Revenues					
Foundation support	$ 423,121	$ -	$ 423,121	$ -	$ 423,121
Program services	2,118,773	-	2,118,773	-	2,118,773
Seminars, meetings, and workshops	197,328	-	197,328	-	197,328
Interest and dividend income	19,309	-	19,309	-	19,309
Gifts and donations	1,027	-	1,027	-	1,027
Grant support	-	-	-	720,629	720,629
Net assets released from restrictions	570,013	179,476	749,489	(749,489)	-
Net assets released from internally designated	80,394	(80,394)	-	-	-
Total revenues	3,409,965	99,082	3,509,047	(28,860)	3,480,187
Expenses					
Salaries and related taxes	1,294,082	-	1,294,082	-	1,294,082
Other operating	133,447	-	133,447	-	133,447
Program services	1,832,702	-	1,832,702	-	1,832,702
Seminars, meetings, and workshops	214,639	-	214,639	-	214,639
Depreciation	3,078	-	3,078	-	3,078
Provision for bad debts	3,526	-	3,526	-	3,526
Total expenses	3,481,474	-	3,481,474	-	3,481,474
Change in net assets from operations	(71,509)	99,082	27,573	(28,860)	(1,287)
Net realized and unrealized loss on investments	(65,963)	-	(65,963)	-	(65,963)
Total change in net assets	(137,472)	99,082	(38,390)	(28,860)	(67,250)
Net assets, beginning of year	838,423	547,827	1,386,250	476,148	1,862,398
Net assets, end of year	$ 700,951	$ 646,909	$1,347,860	$ 447,288	$1,795,148

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Cash Flows

Years Ended December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ (104,813)	$ (67,250)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	3,078	3,078
Net realized and unrealized (gain) loss on investments	(178,765)	65,963
(Recovery) provision for bad debts	(3,129)	3,526
(Increase) decrease in		
Accounts receivable	129,291	137,271
Prepaid expenses	(3,434)	(185)
Increase (decrease) in		
Accounts payable	138,414	(404,771)
Accrued payroll and related amounts	15,162	(8,287)
Due to/from affiliates	15,223	(5,116)
Deferred revenue	2,567	203
Net cash provided (used) by operating activities	13,594	(275,568)
Cash flows from investing activities		
Purchases of investments	-	(10,548)
Proceeds from sale of investments	10,021	10,451
Net cash provided (used) by investing activities	10,021	(97)
Net increase (decrease) in cash and cash equivalents	23,615	(275,665)
Cash and cash equivalents, beginning of year	570,277	845,942
Cash and cash equivalents, end of year	$ 593,892	$ 570,277

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

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

Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which identifies a five step core principle guide for organizations to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This ASU and related guidance were adopted by the Foundation for the year ended December 31, 2019. Adoption of this ASU did not have a material impact on the Foundation's financial reporting.

The Foundation also adopted FASB ASU No. 2016-01, *Financial Instruments - Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*, during the year ended December 31, 2019. The ASU was issued to enhance the reporting model for financial instruments to provide users of financial statements with more decision-useful information. This ASU changes how entities account for equity investments that do not result in consolidation and are not accounted for under the equity method of accounting. The accompanying financial statements reflect the adoption of this ASU.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Foundation for the year ended December 31, 2019. Adoption of the ASU did not have a material impact on the Foundation's financial reporting.

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, 2019 and 2018, 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.

Accounts Receivable

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

Investments

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

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 of which conditions have been met in the year of award are reported in the consolidated statement of activities and change in net assets included in program services.

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.

Change in Net Assets from Operations

The statement of activities and changes in net assets include a measure of change in net assets from operations. In 2019, the Foundation adopted FASB ASU No. 2016-01; as a result, net realized and unrealized gain are included in operations. At December 31, 2018, net realized and unrealized gains are included in operations. At December 31, 2018, net realized and unrealized losses were excluded from change in net assets from operations.

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 REPORT DATE, 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, 2019, the Organization has working capital of $814,638 and average days (based on normal expenditures) cash on hand of 185 which includes cash and cash equivalents, and investments.

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:

	2019	2018
Financial assets		
Cash and cash equivalents	$ 593,892	$ 570,277
Accounts receivable, net	357,452	483,614
Due from affiliate	112,530	113,330
Investments	872,550	703,806
Total financial assets	1,936,424	1,871,027
Donor-imposed restrictions		
Restricted funds	(360,350)	(447,288)
Financial assets available at year-end for current use	$ 1,576,074	$ 1,423,739

At December 31, 2019 and 2018, 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

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

	2019	2018
Marketable equity securities	$ 228,985	$ 216,722
Mutual funds	643,565	487,084
	$ 872,550	$ 703,806

4. Net Assets with Donor Restrictions

Net assets with donor restrictions of $360,350 and $447,288 consisted of specific grant programs as of December 31, 2019 and 2018, 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. Since the original award, the State of New Hampshire has amended the award amount increasing the grant to an amount not to exceed $4,575,824 as of December 31, 2019. Receipt of the grant and recognition of the related revenue is conditional upon incurring qualifying expenditures. For the years ended December 31, 2019 and 2018, the Foundation recognized program and grant support related to this award in the amount of $552,082 and $941,414, respectively.

6. Related Party Transactions

The Foundation leases space from the Association. Rental expense under this lease for the years ended December 31, 2019 and 2018 was $40,331 and $48,909, respectively.

The Association provides various accounting, public relation and janitorial services to the Foundation. The amount expensed for these services in 2019 and 2018 was $160,362 and $155,552, respectively. In addition, the Association bills the Foundation for its allocation of shared costs. As of December 31, 2019 and 2018, the Foundation owed the Association $61,687 and $47,264, respectively, for services and products provided by the Association.

The Association owed the Foundation $112,530 and $113,330 as of December 31, 2019 and 2018, respectively, for support allocated to the Foundation. For the years ended December 31, 2019 and 2018, the Foundation received support from the Association in the amount of $443,120 and $423,121, respectively.

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 2019 and 2018 was $45,109 and $43,219, 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 to general and administration include salaries and related taxes, allocated based on the estimated time to be utilized on programs and insurance and depreciation, allocated using bases estimating the proportional allocation of total building square footage.

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

	2019	2018
Program services		
Salaries and related taxes	$ 1,159,959	$ 1,130,347
Office supplies and other	157,187	269,153
Occupancy	32,053	36,104
Subrecipients	491,629	870,820
Subcontractors	606,778	718,048
Seminars, meetings and workshops	222,646	246,791
Insurance	3,415	3,011
Depreciation	2,463	2,462
Total program services	2,676,130	3,276,736
General and administrative		
Salaries and related taxes	187,010	163,735
Office supplies and other	849	3,826
Occupancy	25,520	31,028
(Recovery) provision for bad debts	(3,129)	3,526
Insurance	2,277	2,007
Depreciation	616	616
Total general and administrative	213,143	204,738
	$ 2,889,273	$ 3,481,474

9. Concentrations of Credit Risk

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

10. Fair Value Measurement

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

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

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

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

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

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

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

11. Uncertainty

Subsequent to December 31, 2019, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Foundation as of REPORT DATE, management believes that a material impact on the Foundation's financial position and results of future operations is reasonably possible.

Foundation *for*
Healthy Communities

BOARD OF DIRECTORS 2020

Kris Hering, RN, **Chair**	Chief Nursing Officer, Speare Memorial Hospital
Jay Couture, **Vice Chair**	President and CEO, Seacoast Mental Health Center
Stephen Ahnen, **Secretary / Treasurer**	President, NH Hospital Association
Peter Ames, ***ex officio***	Executive Director, Foundation for Healthy Communities
Helen Taft, **Immediate Past Chair**	Former Executive Director, Families First
George Blike, MD	Chief Quality and Value Officer, Dartmouth-Hitchcock
Mary DeVeau, RN	Former CEO, Concord Regional Visiting Nurse Association
Scott Colby	President, Upper Connecticut Valley Hospital
Lauren Collins-Cline	Director of Communications, Catholic Medical Center
James Culhane	President and CEO, Lake Sunapee Visiting Nurses Association
Mike Decelle	Dean, UNH Manchester
Fuad Khan, MD	Director of Behavioral Health, Wentworth-Douglass Hospital
Sue Mooney, MD	President and CEO, Alice Peck Day Memorial Hospital
Betsey Rhynhart	Vice President, Population Health, Concord Hospital
Jeff Scionti	President and CEO, Parkland Medical Center
Susan Walsh	Strategic Business Lead, NH, Harvard Pilgrim Health Care
Andrew Watt, MD	CIO, Southern New Hampshire Medical Center
Keith Weston, Jr, MD	Associate Medical Director, Anthem BCBS

DANIEL L. ANDRUS

Highlights

- Significant experience in the community health field through board service and leadership for a major community health center, and current service on the board of the Concord Regional Visiting Nurse Association and the Granite United Way Public Health Advisory Council.
- Top leadership position with a tenure of more than 11 years of the largest fire based emergency medical services agency in New Hampshire with significant responsibilities in quality assurance
- Leadership in partnerships providing integrated, collaborative care to community members with Riverbend Community Mental Health Services, Concord Regional Visiting Nurse Association, and The Doorway at Concord Hospital, as well as many individual cases.
- Master's degrees in Public Administration and Economics with advanced quantitative analysis skills
- Bachelor's degrees in Management and Fire Services Administration
- Credentialed as a medical provider at the Paramedic level with significant experience in direct patient care
- Phenomenal passion for the work of community health

Professional Experience

March 2020-Present	**Director, Substance Use Disorder Project** Foundation for Healthy Communities Concord, NH
June 2008-March 2020	**Fire Chief, City of Concord, New Hampshire** Oversee 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

Relevant Professional Licenses and Certifications

Advanced Cardiac Life Support, American Heart Association
Advanced Dispute Resolution Provider-Mediator, State of Utah, License #5674993-6002
Paramedic, National Registry of Emergency Medical Technicians, License #P8060654
Paramedic, State of New Hampshire, Bureau of Fire Standards and Training and Emergency Medical Services, Provider License #30558P
Pediatric Advanced Life Support, American Heart Association
Prehospital Trauma Life Support, National Association of Emergency Medical Technicians
Tactical Combat Casualty Care, National Association of Emergency Medical Technicians

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
Member, Lakes Region Community College Fire Science Program Advisory Board, 2012-Present
Member, Concord Rotary Club, March 2010-Present

Past

Member, Public Health Advisory Committee Executive Committee, 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, 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
International Association of Fire Fighters, Local 1645 (1980-1997, 2002-2008)
International Association of Fire Chiefs

Honors and Awards

Judge Memorial Catholic High School Alumnus Distinguished Service Award, 2001

Granite United Way, Advocate Award, 2017

TANYA LORD PhD, MPH

tanyalord@comcast.net
3 Sanborn Drive Nashua, New Hampshire 03063
(603) 930-2632

EDUCATION:

2011 PhD Clinical and Population Health Research
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL, Worcester, MA
Dissertation:
Early Detection and Treatment of Acute Clinical Decline: An Observational Study of ICU Transfers, Effectiveness, and Process Evaluation of a Rapid Response System.
Designed, implemented and evaluated a Rapid Response System at two acute care hospitals at the University of Massachusetts Memorial Medical Center.

2006 Masters of Public Health, Health Management and Policy
UNIVERSITY OF NEW HAMPSHIRE, Manchester, NH

1988 B.S., Special Education
BOSTON UNIVERSITY, Boston, MA

2018, Certification Human Centered Designed
LUMA INSTITUTE, Pittsburgh, PA

2010 Lean Six Sigma Training (Green Belt)
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL, Worcester, MA

PROFESSIONAL EXPERIENCE:

2012-Present
Director, Patient and Family Engagement
FOUNDATION FOR HEALTHY COMMUNITIES, Concord, NH
- Direct Patient and Family Engagement initiatives statewide
- Provide direct technical assistance to all New Hampshire Healthcare Systems
- Develop statewide Patient and Family Engagement Trainings and online learning
- Lead Foundation for Opioid Response Effort grant
- Grant writing to support initiatives
- Lead Experience Co-Design Cycles: Strategy to involve all stakeholders process improvement
- Present at state and national conferences

2019 to Present
Director, Quality Improvement
PEER SUPPORT COMMUNITY PARTNERS
- Provide leadership in Participant Led Design strategies
- Provide technical assistance for all SADOD populations
- Strategize with team for program design, implementation and evaluation

2018 to Present
Consultant, Research and Human Centered Design Lead
ATW HEALTHCARE SOLUTIONS, Chicago IL
- Provide leadership in using Human Centered Design strategies to engage all stakeholders in improvement
- Patient Family Engagement Research
- Patient Family Engagement and Safety trainings and workshops

2018-Present
PEI - QI: Health Care Disparities Faculty and
Clinical Learning Environment Review Evaluation Committee
ACCREDITATON COUNCIL for GRADUATE MEDICAL EDUCATION, Chicago, IL

2013-2018
Patient/Family Engagement Subject Matter Expert
AHA, HOSPITAL RESEARCH AND EDUCATIONAL TRUST Chicago, IL
Patient and Family Engagement Subject Matter Expert
Coach State Hospital Associations to promote and implement Patient and Family Engagement initiatives, within the Partnership for Patient grant hospitals, through in person workshops, keynotes, webinar and coaching
Authored HPOE/AHA Guide: Partnering to improve quality and safety: A framework for working with patient and family advisors.
Developed and implemented a Patient and Family Engagement Fellowship focused on using PFE strategies to improve Healthcare Associated Conditions
Developed and Implemented a Patient Advisor Program for the 2014 Quality & Patient Safety Roadmap and Health Forum and AHA Leadership Summit

2014-2018
Patient Family Engagement and Safety Research Consultant
CONSUMERS ADVANCING PATIENT SAFETY Chicago, IL
Consult on multiple federally funded programs including TCPI and Partnership for Patients designing educational materials, developing metrics and research.

2012-Present
Cofounder and Creative Director
THE GRIEF TOOLBOX, Nashua, NH
Develop and distribute grief education and support materials
Manage and create assets for Facebook, website and product development
Produce and edit grief educational videos
Manage variety of vendors, outside resources, web-design team

2013-2016
Patient Safety Consultant
MASS COALITION FOR THE PREVENTION OF MEDICAL ERRORS, Woburn, MA (2013-Present)
Developed educational materials for primary care practices with the PROMISES program, an AHRQ funded grant to reduce medical errors in ambulatory clinics. In collaboration with the Massachusetts Department of Public Health, Institute for Healthcare Improvement, Brigham and Women's Hospital
Developed resident and family educational materials regarding antibiotic resistance and the testing and treatment of Urinary Tract Infections in long term healthcare settings

2012-2013
Patient Safety Consultant
TUFTS MEDICAL CENTER, Boston, MA (2012-2013)
Facilitate Civility and Respect in the Workplace (CREW) groups for staff
Work with the Director of Quality and Patient Safety on grant writing, and improvement projects

2014-Present
Adjunct Faculty
SOUTHERN NEW HAMPSHIRE UNIVERSITY Manchester, NH (2014-Present)
Teach Quality Management in Healthcare
Subject Matter Expert
Course designer

2010-Present
IHI Faculty
INSTITUTE FOR HEALTHCARE IMPROVEMENT (IHI), Boston, MA

2011-2011
Post-Doctoral Research Fellowship
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL, Worcester, MA
Research Topics include:
Timing of antibiotic delivery in premature infants

Sepsis treatment protocols in the Emergency Room and the Medical Surgical Floor
Transitions of Care: Development of patient educational materials
Writing, production of training DVD including patients and families
Staff member of Patient Advisory Committee and Pediatric Parent Advisory Committee.

2008-2011
Graduate Research Assistant
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL, Worcester, MA
Created training materials and a literature review for implementation of a Mammography Reminder System.
Reviewed and analyzed data regarding Sepsis admissions to general medical floors as part of Sepsis research project.
Systematic Review on the Effectiveness of Rapid Response Systems
Participated in the designed, implemented and evaluation of a Rapid Response System in two UMass hospitals.

2007-2011
Radiology Research Assistant
UNIVERSITY OF MASSACHUSETTS MEMORIAL MEDICAL CENTER,
Worcester, MA (2007)
Designed a study to determine how often incidental findings occur and how radiologists communicate those findings to primary care physicians.
Reviewed all imaging studies including X-rays, CT scans, and physician notes to identify terms that would indicate incidental findings.
Cross-referenced data with medical records to suggest possible follow-up care.
Forwarded detailed report of findings, results, and opinions for 100 cases to medical center management.

2007-2011
Grant Writer / Research Assistant
THE MYERS INSTITUTE, Worcester, MA (2007)
Assisted in writing a funded grant regarding probabilistic risk assessment involving outpatient adverse events.

2006
Field Study
SOUTHERN NEW HAMPSHIRE MEDICAL CENTER, Nashua, NH
Designed and implemented a medical records review to evaluate form usage for response to critical lab results.
Collaborated in development of an educational plan implemented system wide regarding the 2007 National Patient Safety goals.

2005-2006
Intern
NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES,
Concord, NH
Designed and conducted a survey and record review at 25 New Hampshire hospitals involving standard of care for pregnant women during labor and delivery when HIV status is unknown.
Prepared and presented findings of research results at partner and stakeholder meetings.

RESEARCH FUNDING:

2020 Foundation for Opioid Response Efforts, NY
Using Experienced Based Co-Design methods to improve treatment for inpatients with a Substance Use Diagnosis in rural hospitals.

2019 New Hampshire Charitable Foundation, NH
Using Human Centered Design and Experience Based Co-Design strategies to determine the healthcare needs for pregnant women with a substance use disorder

2016-2018 Endowment for Health, NH
Exploring the engagement needs across the healthcare continuum
Develop and disseminate an online learning tool to develop engagement skills in staff and patients

2009 Agency of Healthcare Quality Research
Dissertation Grant

TEACHING EXPERIENCE:

2015-Present
Annual Guest Lecturer
The Dartmouth Institute
Hanover, NH

2015 – Present
Annual Guest Lecturer
Northwestern University Chicago, IL

2014
Guest Lecturer
Tufts School of Medicine, Public Health Program

2009-2017
Guest Lecturer
University of Massachusetts Medical School

PUBLICATIONS:

Health Research & Educational Trust. Partnering to improve quality and safety: A framework for working with patient and family advisors. March 2015 Available at: www.hpoe.org/pfaengagement

Johnson, J, Haskell, H, Barach P, Case Studies in Patient Safety: Foundations for Core Competencies. 143-152.

Lord, T., Noah's Story: Please Listen; Patient Safety and Quality in Healthcare, April/May (2012)

SELECTED PRESENTATIONS:

2019 ACGME, Teaching Cultural Humility to Residents
2019 Dallas Fort Worth Foundation, Leveraging the Lived Experience
2018 TIPQC Nashville, TN
2018 IDN Region 1 Patient Safety Conference
2017 Navigating the Intersection of PFE, Equity and Population Health, NHPHA Equity Symposium
2016-2018 Engaging Patients and Families, Citizens Health Initiative Annual Symposium, Concord NH
2017 Engaging Patients and Families to Improve Quality, Texas Hospital Association, West Virginia Hospital Association
2016 Including Patient Family Advisors in Critical Event Analysis, HIROC, Toronto, Canada
2016 Including Patient Family Advisors in Root Cause Analysis, Northern New England Risk Managers Association
2016 Partnering for Safety North Carolina Quality Center, Keynote, PFE Symposium, Raleigh, NC
2016 Schwartz Compassion Rounds Concord Hospital, Concord, NH
2016 Including Patient and Family Advisors in Root Cause Analysis ASHRM, Indianapolis, IN
2016 Engaging Patients and Families in the Primary Care Setting, Planetree Conference, Boston, MA
2016 Co-Design, Institute for Healthcare Improvement National Forum, Orlando, FL
2015 Patient Safety: Risk, Reliability and Resilience, The Dartmouth Institute, Hanover, NH
2015 Learning From Your Patients to Improve Patient Safety, Beryl Institute Conference,
2015 Engaging Patients Following an Adverse Event Wentworth Hospital, NH
2014 Patients and Families making an Impact, Institute for Healthcare Improvement Forum
2014 The Other Side of the Bedrail: Learning from Patient Stories, National Patient Safety Foundation
2014 Accelerating Improvement to Eliminate Patient Harm, American Hospital Association

2014 Noah's Story: Please Listen, Maine Hospital Association, Rockport, ME
2014 Voice of the Patient: Developing and Enhancing your Patient Engagement Programs, New York State
2014 Partnership for Patients, Syracuse and New York City
2014 Schwartz Rounds, Lakes Region General Hospital, Laconia, NH
2014 Partnering for Safety, Valley Regional Hospital, Claremont NH
2014 Partnering for Safety, Portsmouth Hospital, Portsmouth, NH
2014 Partnering for Safety, Monadnock Hospital, Monadnock, NH
2014 Partnering for Safety, Exeter Hospital, Exeter, NH
2014 What it Means to be a Patient/Family Advisor, St Joseph's Hospital, Nashua, NH
2014 Partnering for Safety, Southern New Hampshire Medical Center, Nashua, NH.
2014 Partnering for Safety, The Elliott Hospital, Manchester, NH.
2014 HRET HEN Partnership for Patient NH kickoff. Concord, NH
2014 Partnering for Safety Catholic Medical Center Patient Safety Symposium, Manchester, NH
2013 Noah's Story: Are you Listening, Institute for Healthcare Improvement Open School Lesson
2013 The Second Victim, ARIA Healthcare, Philadelphia, PA
2013 Key Note speaker, Huntsville Hospital Patient Safety Symposium
2012 Webinar "Noah's Story: Please Listen" QuantiaMD
2012 Webinar "Noah's Story: Please Listen" Emergency Medicine Patient Safety Foundation
2010 Poster on Rapid Response System, AcademyHealth Conference
2010 Poster and Presentation, National Patient Safety Foundation Conference
2008 Poster presenter, American Public Health Association Annual Conferences

AREAS OF EXPERTISE:

- Lean Improvement Theory (Green Belt)
- Patient Safety Curriculum
- Health Services Research
- Surveying & Reporting
- Science of Improvement
- Grant Writing
- Patient Safety Research
- Patient Family Engagement
- Rapid Response Systems
- Data Collection/Analysis

Foundation For Healthy Communities
MAT Healthy Communities

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Daniel L. Andrus	Director of Substance Use Projects	75,968	100%	75,968
Tanya Lord	Director, Patient and Family Engagement	112,947	26.6%	30,032

17 mac

Jeffrey A. Meyers
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

April 16, 2019

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, to exercise a renewal option and amend an existing **sole source** agreement with Foundation for Healthy Communities (Vendor #154533-B001), 125 Airport Road, Concord, NH 03301, for the purpose of expanding the State's capacity to provide Opiate Treatment including the use of medications to New Hampshire residents experiencing opioid addiction, by increasing the price limitation by $556,000 from $2,856,000 to an amount not to exceed $3,412,000, and extending the completion date from June 30, 2019 to June 30, 2020, effective upon Governor and Executive Council approval. The additional funding is 100% Other Funds (Governor's Commission Funds).

This agreement was originally approved by the Governor and Executive Council on July 13, 2016 (Item#6B) and subsequently amendment on March 7, 2018 (Item#16).

Funds are anticipated to be available in the following accounts for State Fiscal Years 2020, upon the availability and continued appropriation of funds in the future operating budgets.

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal, 20% General Funds)

SFY	Class/ Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500734	Contracts for Social Services	$1,500,000	$0	$1,500,000
2018	102-500734	Contracts for Social Services	$ 300,000	$0	$ 300,000
		Sub-Total	***$1,800,000***	***$0***	***$1,800,000***

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal, 20% General Funds)

SFY	Class/ Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500734	Contracts for Social Services	$ 500,000	$0	$ 500,000
		Sub-Total	***$500,000***	***$0***	***$500,000***

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)

SFY	Class/ Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500734	Contracts for Social Services	$556,000	$0	$556,000
2020	102-500734	Contracts for Social Services	$0	$556,000	$556,000
		Sub-Total	***$556,000***	***$556,000***	***$1,112,000***
		Contract Total	**$2,856,000**	**$556,000**	**$3,412,000**

EXPLANATION

The original agreement was **sole source** due to the quickly escalating opioid crisis and the need to develop treatment services within the medical community. In addition, the Governor's Commission on Alcohol and Other Drugs recently approved its State Fiscal Year 2020 spending plan, which includes continuing the funding for this initiative through this contract. This vendor was selected because of its established professional relationships with all hospitals in New Hampshire and its proven ability to work effectively with New Hampshire hospitals and physician practices to implement new programs. The agreement with Foundation for Healthy Communities was approved to achieve two objectives:

1) Expand Medication Assisted Treatment in physician practices by increasing the number of hospital-networked physician practices that provide Medication Assisted Treatment and,
2) Increase the State's capacity to address substance use disorders in hospital Emergency Departments (EDs) by recruiting and contracting with hospitals to develop this capacity and to initiate the provision of new practices in Emergency Departments.

At the time that the Emergency Department resources were allocated, funding for the Medication Assisted Treatment services had not yet been identified. Medication Assisted Treatment contract deliverables regarding physician practices were identified for the duration of this contract but were subject to funds being available in the second year. The first amendment provided additional funds for the development necessary to provide Medication Assisted Treatment in physician practices. Amending this contract allows for the development work to continue and allows services to be implemented so individuals with substance use disorders in many regions of the state will have access to these life-saving practices. By extending the

contract through SFY20, hospitals currently in development will be able to fully integrate both the Medication Assisted Treatment and the work in the Emergency Departments into their normal workflow, and additional hospitals will develop these services.

To address the growing opioid crisis, providers must rapidly develop and expand the current substance use disorder treatment infrastructure in order to meet the public's need for services. The Foundation for Healthy Communities will recruit, engage and provide training and other technical support to subcontracted physician practices participating in the program, and monitor their program compliance.

The Department is satisfied with the vendor's performance to date. In fact, the vendor exceeded the requirements of the original contract by working with more community providers. The initial contract required the vendor to work with a minimum of ten (10) physician practices to increase the capacity to provide Medication Assisted Treatment. As of December 31, 2018, Foundation for Healthy Communities has sub-contracted with eleven (11) hospitals representing twenty-two (22) initial practices that are expanding their capacity. The contract also required the vendor to subcontract with a minimum of seven (7) hospitals to increase their capacity to address substance use disorders in their Emergency Departments and the vendor has subcontracted with seven (7) hospitals as of December 31,2018. If approved, this amendment will continue to support some of those community providers and initiate work with additional Emergency Departments.

The original agreement included the option to extend contracted services for three (3) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council. The previous amendment extended the agreement for one (1) year, leaving two (2) additional years of renewal remaining. The current amendment is requesting one (1) year of renewal, leaving (1) year remaining.

Approximately five hundred (500) individuals will receive services supported by this program from July 1, 2019 through June 30, 2020. However, the overall investment in the project will develop systems to sustain capacity in the future and support the development of new programs to build long term capacity.

Should the Governor and Executive Council not authorize this request, the availability of these vital services will be limited and residents in some areas of the State may not receive appropriate treatment for their opioid addiction. Lack of services could result in a heightened risk of death from overdose, financial and emotional strains on families, and related economic and resource challenges in communities as affected individuals continue to struggle with their addictions.

The geographic area to be served is statewide.

Source of Funds: 100% Other funds from Governor's Commission.

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

Respectfully submitted,

For Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Medication Assisted Services Contract

This 2nd Amendment to the Medication Assisted Services contract (hereinafter referred to as "Amendment #2") dated this 26th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Foundation for Healthy Communities, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 125 Airport Road, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 13, 2016 (Item# 16B) as amended on March 7, 2018 (Item# 16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract 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, increase the price limitation, and modify the scope of services 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, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $3,412,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services, as amended by Amendment #1, in its entirety and replace with Exhibit A - Amendment #2, Scope of Services.
6. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety, and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
7. Add Exhibit B-4 - Amendment #2.
8. Delete Exhibit K, DHHS Information Security Requirements (dated 6/2017) in its entirety and replace with Exhibit K, DHHS Information Security Requirements, v5 (dated 10/09/18).

This amendment shall be effective upon the date of Governor and Executive 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

4/18/19
Date

Name: Katja S Fox
Title: Director

Foundation for Healthy Communities

4/11/19
Date

Name: Peter Ames
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Merrimac on 4/11/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Sally L. Short
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/3/2023

SALLY L SHORT
MY COMMISSION EXPIRES OCT. 3, 2023
NOTARY PUBLIC
NEW HAMPSHIRE

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

OFFICE OF THE ATTORNEY GENERAL

4/22/2019
Date

Name: Nancy J. Smith
Title: Senior Asst. Attorney General

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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Program Requirements – Medication Assisted Treatment Services

2.1. Scope of Services

2.1.1. The Contractor shall recruit physician practices that are willing to increase their capacity to provide Medication-Assisted Treatment (MAT).

2.1.2. The Contractor shall contract with a minimum of eleven (11) hospitals geographically dispersed throughout the state to increase and enhance their capacity to provide MAT with fidelity to federal, state, and best practices recommendations as described in the Guidance Document on Best Practices: Key Components for Delivering Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in NH available at http://www.nh.gov/dcbcs/bdas/documents/matguidancedoc.pfd.

2.1.3. The Contractor shall work with sub-contracted physician practices to identify infrastructure needs to increase and enhance capacity to implement MAT. These activities include but are not limited to:

2.1.3.1. Hiring additional staffing;

2.1.3.2. Modifications to electronic health record (EHR) system; and

2.1.3.3. Providing training for all staff in an effort to initiate or expand current office-based opioid treatment (OBOT) programs to deliver medication assisted treatment with approved medications including buprenorphine and naltrexone.

2.1.4. The Contractor shall ensure that subcontracted physician practices establish a team to deliver MAT that involves current staff, the recruitment of new staff, and/or the development of formal relationships with external partners to implement an OBOT program with approved medications. This team shall include staff to provide the three core roles: prescriber,

behavioral health counselor and care coordinator.

2.1.5. The Contractor shall ensure the availability of initial and on-going training and resources to all staff in subcontracted physician practices to include buprenorphine waiver training for interested physicians. The Department will make available training and technical assistance to assist with the MAT planning and implementation process to selected applicants to include on-site support as well as facilitation of a Community of Practice, a group that will be created with the goal of gaining knowledge through the process of sharing information and experiences related to OBOT with approved medications.

2.1.6. The Contractor shall ensure that subcontracted physician practices develop policies and practices related to, but not limited to:

2.1.6.1. Evaluation and medical exam to verify that patients meet criteria for opioid use disorders and are appropriate for MAT level of care, and determine the appropriate medication;

2.1.6.2. Billing procedures; and

2.1.6.3. Urine Drug Testing.

2.1.7. The Contractor shall ensure that subcontracted physician practices develop a process to provide patients with appropriate medical oversight and prescribing, counseling, care coordination, and other appropriate ancillary services to improve access and retention with MAT.

2.1.8. The Contractor shall ensure that subcontracted physician practices utilize the Prescription Drug Monitoring Program (PDMP) each time a prescription is written.

2.1.9. The Contractor shall ensure that subcontracted physician practices are compliant with confidentiality requirements, including 42 CFR Part II.

2.1.10. The Contractor shall ensure that subcontracted physician practices are providing timely communication among the patient, prescriber, counselor, care coordinator, and external providers.

2.1.11. The Contractor shall ensure that subcontracted physician practices document care accurately and properly (e.g., treatment plans, confidentiality).

2.1.12. The Contractor shall develop a work plan describing the process for completing 2.1.1 through 2.1.11.

2.2. Compliance and Reporting Requirements

2.2.1. The Contractor must submit a work plan within 45 days of contract

approval.

2.2.2. The Contractor shall submit a list of prospective physician practices for subcontracting, subject to Department approval.

2.2.3. The Contractor shall provide quarterly status reports based on work plan progress to include, but not be limited to:

2.2.3.1. Staff retained to support MAT;

2.2.3.2. Number of prescribers waivered to prescribe buprenorphine;

2.2.3.3. Policies and practices established;

2.2.3.4. Changes made to the initial work plan;

2.2.3.5. Training and technical assistance needed; and

2.2.3.6. Other progress to date.

2.2.4. The Contractor must submit a final report to the Department within 45 days of conclusion of the contract based on work plan progress that includes, but is not limited to:

2.2.4.1. Staff retained to support MAT;

2.2.4.2. Number of prescribers waivered to prescribe buprenorphine;

2.2.4.3. Policies and practices established;

2.2.4.4. Changes made to the initial work plan;

2.2.4.5. Number of patients receiving MAT prior to subcontract compared to number of patients receiving MAT as of June 30, 2020, including demographic (gender, age, race, ethnicity) and outcome data (as appropriate);

2.2.4.6. Training and technical assistance provided and funding needed; and

2.2.4.7. Other progress to date.

2.3. Performance Measures

2.3.1. The following performance measures must be gathered and monitored by the Contractor. There is an expectation that baseline numbers will be determined by the Contractor at the beginning of the contract period and that these numbers will increase to the following numbers listed in this Section 2.3, as follows:

2.3.1.1. Minimum of twenty-three (23) practices increasing capacity to provide MAT services;

2.3.1.2. Minimum of forty-six (46) prescribers waivered to prescribe

buprenorphine;

2.3.1.3. Minimum of twenty-three (23) other providers available to support MAT(e.g clinicians, nurse practitioners);

2.3.1.4. Minimum of twenty-three (23) practices with policies and procedures for providing MAT according to the Guidelines;

2.3.1.5. Minimum of five (5) hospitals with accurate documentation of MAT in client records according to the Guidelines; and

2.3.1.6. Number of Trainings and technical assistance provided that are related to best practice recommendations and opioid pharmacotherapy and prescribing medications as part of treatment for Opiate Use Disorders.

3. Program Requirements – Emergency Department Services

3.1. Scope of Work

3.1.1. The Contractor shall recruit hospitals in geographic regions with high rates of opioid overdoses that are willing to increase their capacity to address substance use disorders (SUDs) in their Emergency Department (ED).

3.1.2. The Contractor shall contract with identified hospitals to increase the ability of current staff to effectively connect patients with SUD emergencies to appropriate resources to comprehensively address their SUDs and to develop and implement long-term plans for effective management of patients with SUDs who come into the ED.

3.1.3. The Contractor shall work with sub-contracted hospital personnel to develop a work plan for addressing SUDs in their EDs. Work plans will include but not be limited to:

3.1.3.1. Addressing immediate crises by:

3.1.3.1.1. Committing a staff member or consultant to coordinate the activities;

3.1.3.1.2. Training ED staff in basic understanding of addiction, recovery and resources;

3.1.3.1.3. Establishing protocols for immediate response; and

3.1.3.1.4. Overseeing the implementation of protocols.

3.1.3.2. Initiating a systemic response by:

3.1.3.2.1. Developing and implementing a long-term plan with metrics for care of patients with SUDs who

come into the ED, including sustainability; and

3.1.3.2.2. Developing cost estimates for the implementation of the long-term work plan.

3.1.4. The Contractor shall monitor implementation of the work plans to ensure that hospitals are achieving progress outlined in their plans, including but not limited to:

3.1.4.1. An identified staff member or consultant coordinating activities;

3.1.4.2. ED staff is trained in basic understanding of addiction, recovery and resources;

3.1.4.3. Protocols for immediate response are established and implemented;

3.1.4.4. A long-term plan for management of patients with SUDs who come into the ER is developed and implementation has begun; and

3.1.4.5. Disburse funds to sub-contracted hospitals to operationalize work plans. Funds may be used for purposes including, but not limited to:

3.1.4.5.1. Paying for the coordinator's service;

3.1.4.5.2. Training;

3.1.4.5.3. Modifications to the electronic health record (EHR) system;

3.1.4.5.4. Staff or processes identified in the long-term plan with approval of the Department;

3.1.4.5.5. Ensure the availability of initial and on-going training and resources to staff in subcontracted hospital EDs; and

3.1.4.5.6. Provide hospitals with multiple options for potential funds for sustainability of long-term plans.

3.2. Compliance and Reporting Requirements

3.2.1. The Contractor shall submit a work plan within 45 days of contract approval.

3.2.2. The Contractor shall submit a list of prospective hospitals for subcontracting, subject to Department approval.

3.2.3. The Contractor shall provide quarterly status reports based on work

plan progress to include, but not be limited to:

3.2.3.1. Designated coordinators to address immediate crises;

3.2.3.2. Number of ED staff trained in basic understanding of addiction, recovery and resources;

3.2.3.3. Protocols established and implemented for immediate response;

3.2.3.4. Changes made to the initial work plans;

3.2.3.5. Summaries of long-term plans for care of patients with SUDs who come into the ED;

3.2.3.6. Training and technical assistance needed; and

3.2.3.7. Other progress to date.

3.2.4. The Contractor must submit a final report to the Department within 45 days of conclusion of the contract based on work plan progress that includes, but is not limited to:

3.2.4.1. Designated coordinators to address immediate crises;

3.2.4.2. Number of ED staff trained in basic understanding of addiction, recovery and resources;

3.2.4.3. Protocols established and implemented for immediate response;

3.2.4.4. Summaries of long-term plans for care of patients with SUDs who come into the ED; and

3.2.4.5. Number of patients benefitting from this program as measured by:

3.2.4.5.1. Number of patients seen in ED with identified SUDs

3.2.4.5.2. Number who received services supported by this program

3.2.4.5.3. Number who were referred for additional SUD services

3.2.4.5.4. Training and Technical Assistance provided.

3.3. Performance Measures

3.3.1. The following performance measures must be gathered and monitored by the Contractor. There is an expectation that baseline numbers will be determined by the Contractor at the beginning of the contract period and that these numbers will increase to the numbers listed in this

Section 3.3, as follows:

3.3.1.1. Minimum of nine (9) hospitals increasing their capacity to address substance use disorders (SUDs) in their Emergency Departments (EDs);

3.3.1.2. Minimum of nine (9) hospitals implementing improved protocols in their EDs; and

3.3.1.3. Increased number (from baseline) of ED patients with SUDs receiving referrals to comprehensive services to address their SUDs post-discharge from ED.

Exhibit B Amendment #2

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A – Amendment #2, Scope of Services.

2. This Agreement is funded with general, federal and other funds (Governor's Commission Funds). Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.959 U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; Block Grants for Prevention and Treatment of Substance Abuse; Substance Abuse Block Grant (SABG).

3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

4. Payment for services provided shall be made monthly as follows:

   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-4, Budget – Amendment #2.

   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.

   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

   4.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to laurie.heath@dhhs.nh.gov, or invoices may be mailed to:

   Finance Manager
   Division for Behavioral Health
   Department of Health and Human Services
   105 Pleasant Street,
   Concord, NH 03301

5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A – Amendment #2, Scope of Services and in this Exhibit B Amendment #2.

Exhibit B Amendment #2

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

9. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Exhibit B-4 Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: Foundation for Healthy Communities

Budget for: MAT Healthy Communities

Budget Period: SFY 20 - 7/1/19 - 6/30/20

Line Item	Direct	Indirect	Total
1. Total Salary/Wages	81,921.98	$ 12,288.30	$ 94,210.28
2. Employee Benefits	12,235.33	$ 1,835.30	$ 14,070.63
3. Consultants	4,000.00	$ 600.00	$ 4,600.00
4. Equipment:			$ -
Rental			$ -
Repair and Maintenance			$ -
Purchase/Depreciation			$ -
5. Supplies:			$ -
Educational			$ -
Lab			$ -
Pharmacy			$ -
Medical			$ -
Office	1,971.00	$ 295.65	$ 2,266.65
6. Travel	2,218.73	$ 332.81	$ 2,551.54
7. Occupancy	3,072.00	$ 460.80	$ 3,532.80
8. Current Expenses			$ -
Telephone	446.00	$ 66.90	$ 512.90
Postage	20.00	$ 3.00	$ 23.00
Subscriptions			$ -
Audit and Legal	6,300.00	$ 945.00	$ 7,245.00
Insurance			$ -
Board Expenses			$ -
9. Software			$ -
10. Marketing/Communications			$ -
11. Staff Education and Training			$ -
12. Subcontracts/Agreements	425,000.00		$ 425,000.00
13. Other			$ -
Printing	120.00	$ 18.00	$ 138.00
Computer Output Expenses	1,608.00	$ 241.20	$ 1,849.20
			$ -
TOTAL	$ 538,913.04	$ 17,086.96	$ 556,000.00

Contractor Initials

Date 4-11-19

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

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

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

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

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.).

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

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.

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

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

16 mac

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

February 9, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to amend a **sole source** agreement with Foundation for Healthy Communities (Vendor #154533-B001), 125 Airport Road, Concord, NH 03301, for the purpose of expanding the State's capacity to provide office-based Opiate Treatment, including the use of medications to New Hampshire residents experiencing opioid addiction by increasing the price limitation by $1,056,000 from $1,800,000 to an amount not to exceed $2,856,000, and extending the completion date from June 30, 2018 to June 30, 2019, effective upon Governor and Council approval. The agreement was originally approved by the Governor and Executive Council on July 13, 2016 (Item#6B). The additional funding is 80% Federal Funds, 20% General Funds.

Funds are available in the following accounts for State Fiscal Years 2018 and 2019, with authority to adjust amounts between state fiscal years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

SFY	Class/ Account	Class Title	Current Amount	Increase/ (Decrease)	New Amount
2017	102-500734	Contracts for Social Services	$1,500,000	$0	$1,500,000
2018	102-500734	Contracts for Social Services	$ 300,000	$0	$ 300,000
		Sub-Total	***$1,800,000***	***$0***	***$1,800,000***

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

SFY	Class/ Account	Class Title	Current Amount	Increase/ (Decrease)	New Amount
2018	102-500734	Contracts for Social Services	$0	$ 500,000	$ 500,000
2019	102-500734	Contracts for Social Services	$0	$556,000	$556,000
		Sub-Total	***$0***	***$1,056,000***	***$1,056,000***
		Contract Total	**$1,800,000**	**$$1,056,000**	**$2,856,000**

EXPLANATION

The original agreement was **sole source** due to the quickly escalating opioid crisis and the need to develop treatment services within the medical community. This vendor was selected because of its established professional relationships with all hospitals in New Hampshire and its proven ability to work effectively with New Hampshire hospitals and physician practices to implement new programs. The agreement with Foundation for Healthy Communities was approved to achieve two objectives:

1) Expand Medication Assisted Treatment in physician practices by increasing the number of hospital-networked physician practices that provide Medication Assisted Treatment and,
2) Increase the State's capacity to address substance use disorders in hospital Emergency Departments (EDs) by recruiting and contracting with hospitals to develop this capacity and to initiate the provision of new practices in Emergency Departments.

At the time that the Emergency Department resources were allocated, funding for the Medicated Assisted Treatment services had not yet been identified. Medication Assisted Treatment contract deliverables regarding physician practices were identified for the duration of this contract but were subject to funds being available in the second year. This amendment provides additional funds to complete the development necessary to provide Medication Assisted Treatment in physician practices. Amending this contract allows for the development work to continue and allows services to be implemented so individuals with substance use disorders in many regions of the state will have access to these life-saving practices. By extending the contract through SYF19, both the Medication Assisted Treatment and the work in the Emergency Departments will be able to be fully integrated into their normal workflow, thus improving the sustainability of these vital services.

To address the growing opioid crisis, providers must rapidly develop and expand resources in addition to the current substance use disorder treatment infrastructure in order to meet the public's need for this important service. The Foundation for Healthy Communities will recruit, engage and provide training and other technical support to subcontracted physician practices participating in the program, and monitor their program compliance.

The Department is satisfied with the vendor's performance to date. in fact, the vendor exceeded the requirements of the original contract by working with more community providers. The contract required the vendor to work with a minimum of ten (10) physician practices increasing capacity to provide Medication Assisted Treatment. In the first year of this contract, Foundation for Healthy Communities has sub-contracted with eight (8) hospitals representing fifteen (15) initial practices that are expanding their capacity. The contract also required the vendor to subcontract with a minimum of four (4) hospitals to increase their capacity to address substance use disorders in their Emergency Departments and the vendor has subcontracted with seven (7) hospitals to date. If approved, this amendment will continue to support those community providers.

The original agreement includes the option to extend contracted services for three (3) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council. We are exercising the option to extend the agreement for one (1) year with this amendment, leaving two (2) additional years of renewal remaining.

Should the Governor and Executive Council not authorize this request, the infrastructure development initiated in State Fiscal Year 2017 will not be completed and residents may not receive appropriate treatment for their opioid addiction resulting in a heightened risk of death from overdose, financial and emotional strains on families, and related economic and resource challenges in communities as affected individuals continue to struggle with their addictions.

The geographic area to be served is statewide.

Source of Funds: 80% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number (FAIN) TI010035, and 20% General Funds.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Medication Assisted Services Contract

This 1st Amendment to the Medication Assisted Services contract (hereinafter referred to as "Amendment#1") dated this 31st day of January, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Foundation for Healthy Communities, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 125 Airport Road, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 13, 2016 (Item#6B). the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to increase the price limitation, extend the completion date, and modify the scope of work; 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 the agreement as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by $1,056,000 from $1,800,000 to read: $2,856,000
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9330.
5. Delete Exhibit A in its entirety and replace with Exhibit A – Amendment #1.
6. Delete Exhibit B-1 in its entirety and replace with Exhibit B-1 – Amendment #1.
7. Delete Exhibit B-2 in its entirety and replace with Exhibit B-2 – Amendment #1.
8. Add Exhibit B-3.
9. Add Exhibit K.

This amendment shall be effective upon the date of Governor and Executive 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

2/13/18
Date

Name: Katja S Fox
Title: Director

Foundation for Healthy Communities

February 8, 2018
Date

Name: Anne Diefendorf
Title: Associate Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on February 8th, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Noreen M. Cronin, Program and Grants Manager
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 5, 2018

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

OFFICE OF THE ATTORNEY GENERAL

2/20/18
Date

Name:
Title:

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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Program Requirements – Medication Assisted Treatment Services

2.1. Scope of Services

2.1.1. The Contractor shall recruit physician practices that are willing to increase their capacity to provide Medication-Assisted Treatment (MAT).

2.1.2. The Contractor shall contract with a minimum of 10 physician practices geographically dispersed throughout the state to increase and enhance their capacity to provide MAT with fidelity to federal, state, and best practices recommendations as described in the Guidance Document on Best Practices: Key Components for Delivering Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in NH available at http://www.nh.gov/dcbcs/bdas/documents/matguidancedoc.pfd.

2.1.3. The Contractor shall work with sub-contracted physician practices to identify infrastructure needs to increase and enhance capacity to implement MAT. These activities include but are not limited to:

2.1.3.1. Hiring additional staffing;

2.1.3.2. Modifications to electronic health record (EHR) system; and

2.1.3.3. Providing training for all staff in an effort to initiate or expand current office-based opioid treatment (OBOT) programs to deliver medication assisted treatment with approved medications including buprenorphine and naltrexone.

2.1.4. The Contractor shall ensure that subcontracted physician practices establish a team to deliver MAT that involves current staff, the recruitment of new staff, and/or the development of formal relationships with external partners to implement an OBOT program with approved medications. This team shall include staff to provide the three core

roles: prescriber, behavioral health counselor and care coordinator.

2.1.5. The Contractor shall ensure the availability of initial and on-going training and resources to all staff in subcontracted physician practices to include buprenorphine waiver training for interested physicians. The Department will make available training and technical assistance to assist with the MAT planning and implementation process to selected applicants to include on-site support as well as facilitation of a Community of Practice, a group that will be created with the goal of gaining knowledge through the process of sharing information and experiences related to OBOT with approved medications.

2.1.6. The Contractor shall ensure that subcontracted physician practices develop policies and practices related to, but not limited to:

2.1.6.1. Evaluation and medical exam to verify that patients meet criteria for opioid use disorders and are appropriate for MAT level of care, and determine the appropriate medication;

2.1.6.2. Billing procedures; and

2.1.6.3. Urine Drug Testing.

2.1.7. The Contractor shall ensure that subcontracted physician practices develop a process to provide patients with appropriate medical oversight and prescribing, counseling, care coordination, and other appropriate ancillary services to improve access and retention with MAT.

2.1.8. The Contractor shall ensure that subcontracted physician practices utilize the Prescription Drug Monitoring Program (PDMP) each time a prescription is written.

2.1.9. The Contractor shall ensure that subcontracted physician practices are compliant with confidentiality requirements, including 42 CFR Part II.

2.1.10. The Contractor shall ensure that subcontracted physician practices are providing timely communication among the patient, prescriber, counselor, care coordinator, and external providers.

2.1.11. The Contractor shall ensure that subcontracted physician practices document care accurately and properly (e.g., treatment plans, confidentiality).

2.1.12. The Contractor shall develop a work plan describing the process for completing 2.1.1 through 2.1.11.

2.2. Compliance and Reporting Requirements

2.2.1. The Contractor must submit a work plan within 45 days of contract

approval.

2.2.2. The Contractor shall submit a list of prospective physician practices for subcontracting, subject to Department approval.

2.2.3. The Contractor shall provide quarterly status reports based on work plan progress to include, but not be limited to:

2.2.3.1. Staff retained to support MAT;

2.2.3.2. Number of prescribers waivered to prescribe buprenorphine;

2.2.3.3. Policies and practices established;

2.2.3.4. Changes made to the initial work plan;

2.2.3.5. Training and technical assistance needed; and

2.2.3.6. Other progress to date.

2.2.4. The Contractor must submit a final report to the Department within 45 days of conclusion of the contract based on work plan progress that includes, but is not limited to:

2.2.4.1. Staff retained to support MAT;

2.2.4.2. Number of prescribers waivered to prescribe buprenorphine;

2.2.4.3. Policies and practices established;

2.2.4.4. Changes made to the initial work plan;

2.2.4.5. Number of patients receiving MAT prior to subcontract compared to number of patients receiving MAT as of June 30, 2017, including demographic (gender, age, race, ethnicity) and outcome data (as appropriate);

2.2.4.6. Training and technical assistance provided and funding needed; and

2.2.4.7. Other progress to date.

2.3. Performance Measures

2.3.1. The following performance measures must be gathered and monitored by the Contractor. There is an expectation that baseline numbers will be determined by the Contractor at the beginning of the contract period and that these numbers will increase to the following numbers listed in this Section 2.3, as follows:

2.3.1.1. Minimum of ten (10) practices increasing capacity to provide MAT services;

2.3.1.2. Minimum of twenty (20) prescribers waivered to prescribe buprenorphine;

2.3.1.3. Minimum of ten (10) other providers available to support MAT(e.g clinicians, nurse practitioners);

2.3.1.4. Minimum of ten (10) practices with policies and procedures for providing MAT according to the Guidelines;

2.3.1.5. Minimum of five (5) practices with accurate documentation of MAT in client records according to the Guidelines; and

2.3.1.6. Number of Trainings and technical assistance provided that are related to best practice recommendations and opioid pharmacotherapy and prescribing medications as part of treatment for Opiate Use Disorders.

3. Program Requirements – Emergency Department Services

3.1. Scope of Work

3.1.1. The Contractor shall recruit hospitals in geographic regions with high rates of opioid overdoses that are willing to increase their capacity to address substance use disorders (SUDs) in their Emergency Department (ED).

3.1.2. The Contractor shall contract with identified hospitals to increase the ability of current staff to effectively connect patients with SUD emergencies to appropriate resources to comprehensively address their SUDs and to develop and implement long-term plans for effective management of patients with SUDs who come into the ED.

3.1.3. The Contractor shall work with sub-contracted hospital personnel to develop a work plan for addressing SUDs in their EDs. Work plans will include but not be limited to:

3.1.3.1. Addressing immediate crises by:

3.1.3.1.1. Committing a staff member or consultant to coordinate the activities;

3.1.3.1.2. Training ED staff in basic understanding of addiction, recovery and resources;

3.1.3.1.3. Establishing protocols for immediate response; and

3.1.3.1.4. Overseeing the implementation of protocols.

3.1.3.2. Initiating a systemic response by:

3.1.3.2.1. Developing and implementing a long-term plan with metrics for care of patients with SUDs who

come into the ED, including sustainability; and

3.1.3.2.2. Developing cost estimates for the implementation of the long-term work plan.

3.1.4. The Contractor shall monitor implementation of the work plans to ensure that hospitals are achieving progress outlined in their plans, including but not limited to:

3.1.4.1. An identified staff member or consultant coordinating activities;

3.1.4.2. ED staff is trained in basic understanding of addiction, recovery and resources;

3.1.4.3. Protocols for immediate response are established and implemented;

3.1.4.4. A long-term plan for management of patients with SUDs who come into the ER is developed and implementation has begun; and

3.1.4.5. Disburse funds to sub-contracted hospitals to operationalize work plans. Funds may be used for purposes including, but not limited to:

3.1.4.5.1. Paying for the coordinator's service;

3.1.4.5.2. Training;

3.1.4.5.3. Modifications to the electronic health record (EHR) system;

3.1.4.5.4. Staff or processes identified in the long-term plan with approval of the Department;

3.1.4.5.5. Ensure the availability of initial and on-going training and resources to staff in subcontracted hospital EDs; and

3.1.4.5.6. Provide hospitals with multiple options for potential funds for sustainability of long-term plans.

3.2. Compliance and Reporting Requirements

3.2.1. The Contractor shall submit a work plan within 45 days of contract approval.

3.2.2. The Contractor shall submit a list of prospective hospitals for subcontracting, subject to Department approval.

3.2.3. The Contractor shall provide quarterly status reports based on work

plan progress to include, but not be limited to:

3.2.3.1. Designated coordinators to address immediate crises;

3.2.3.2. Number of ED staff trained in basic understanding of addiction, recovery and resources;

3.2.3.3. Protocols established and implemented for immediate response;

3.2.3.4. Changes made to the initial work plans;

3.2.3.5. Summaries of long-term plans for care of patients with SUDs who come into the ED;

3.2.3.6. Training and technical assistance needed; and

3.2.3.7. Other progress to date.

3.2.4. The Contractor must submit a final report to the Department within 45 days of conclusion of the contract based on work plan progress that includes, but is not limited to:

3.2.4.1. Designated coordinators to address immediate crises;

3.2.4.2. Number of ED staff trained in basic understanding of addiction, recovery and resources;

3.2.4.3. Protocols established and implemented for immediate response;

3.2.4.4. Summaries of long-term plans for care of patients with SUDs who come into the ED; and

3.2.4.5. Number of patients benefitting from this program as measured by:

3.2.4.5.1. Number of patients seen in ED with identified SUDs

3.2.4.5.2. Number who received services supported by this program

3.2.4.5.3. Number who were referred for additional SUD services

3.2.4.5.4. Training and Technical Assistance provided.

3.3. Performance Measures

3.3.1. The following performance measures must be gathered and monitored by the Contractor. There is an expectation that baseline numbers will be determined by the Contractor at the beginning of the contract period and that these numbers will increase to the numbers listed in this Section 3.3, as follows:

3.3.1.1. Minimum of seven (7) hospitals increasing their capacity to address substance use disorders (SUDs) in their Emergency Departments (EDs);

3.3.1.2. Minimum of seven (7) hospitals implementing improved protocols in their EDs; and

3.3.1.3. Increased number (from baseline) of ED patients with SUDs accessing comprehensive services to address their SUDs post-discharge from ED.

Exhibit B-1 - Amendment #1

New Hampshire Department of Health and Human Services

Bidder Name: Foundation for Healthy Communities

Budget Request for: MAT Healthy Communities

Budget Period: SFY 17 (7/1/16 - 6/30/17)

1. Total Salary/Wages	$ 53,266.12	$ 7,989.92	$ 61,256.04
2. Employee Benefits	$ 11,209.05	$ 1,681.36	$ 12,890.41
3. Consultants			$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 132.60	$ 19.89	$ 152.49
6. Travel	$ 801.84	$ 120.28	$ 922.12
7. Occupancy	$ 1,209.50	$ 181.43	$ 1,390.93
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 211.84	$ 31.78	$ 243.62
Postage	$ 41.17	$ 6.18	$ 47.35
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 6,080.00	$ 912.00	$ 6,992.00
Insurance	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -
9. Software	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 638,212.00	$ -	$ 638,212.00
13. Other	$ -	$ -	$ -
Printing	$ 10.04	$ 1.51	$ 11.55
Computer Output Expenses (cost allocations)	$ 609.00	$ 91.35	$ 700.35
	$ -	$ -	$ -
TOTAL	**$ 711,783.16**	**$ 11,035.70**	**$ 722,818.86**

Indirect As A Percent of Direct 2%

Contractor Initials CS

Date 2/8/2018

Exhibit B-2 - Amendment #1

New Hampshire Department of Health and Human Services

Bidder Name: Foundation for Healthy Communities

Budget Request for: MAT Healthy Communities

Budget Period: SFY 18 - 7/1/17 - 6/30/18

1. Total Salary/Wages	$ 78,300.00	$ 11,745.00	$ 90,045.00
2. Employee Benefits	13,354.35	2,003.15	$ 15,357.50
3. Consultants	$ 5,000.00	$ 750.00	$ 5,750.00
4. Equipment:	$-	$-	$-
Rental	$-	$-	$-
Repair and Maintenance	$-	$-	$-
Purchase/Depreciation	$-	$-	$-
5. Supplies:	$-	$-	$-
Educational	$-	$-	$-
Lab	$-	$-	$-
Pharmacy	$-	$-	$-
Medical	$-	$-	$-
Office	$ 450.20	$ 67.53	$ 517.73
6. Travel	$ 4,325.00	$ 648.75	$ 4,973.75
7. Occupancy	$ 3,075.00	$ 461.25	$ 3,536.25
8. Current Expenses	$-	$-	$-
Telephone	$ 556.11	$ 83.42	$ 639.53
Postage	$ 60.00	$ 9.00	$ 69.00
Subscriptions	$-	$-	$-
Audit and Legal	$ 6,200.00	$ 930.00	$ 7,130.00
Insurance	$-	$-	$-
Board Expenses	$-	$-	$-
9. Software	$-	$-	$-
10. Marketing/Communications	$-	$-	$-
11. Staff Education and Training	$-	$-	$-
12. Subcontracts/Agreements	$ 1,446,913.00	$-	$ 1,446,913.00
13. Other	$-	$-	$-
Printing	$ 348.00	$ 52.20	$ 400.20
Computer Output Expenses (cost allocations)	$ 1,608.00	$ 241.20	$ 1,849.20
	$-	$-	$-
TOTAL	**$ 1,560,189.66**	**$ 16,991.50**	**$ 1,577,181.16**

Indirect As A Percent of Direct 15.0%

Contractor Initials QSJ

Date 2/8/2018

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder Name: Foundation for Healthy Communities

Budget for: MAT Healthy Communities

Budget Period: SFY 19 - 7/1/18 - 6/30/19

1. Total Salary/Wages	79,438.75	$ 11,915.81	$ 91,354.56
2. Employee Benefits	12,859.01	$ 1,928.85	$ 14,787.86
3. Consultants	5,000.00	$ 750.00	$ 5,750.00
4. Equipment:			$ -
Rental			$ -
Repair and Maintenance			$ -
Purchase/Depreciation			$ -
5. Supplies:			$ -
Educational			$ -
Lab			$ -
Pharmacy			$ -
Medical			$ -
Office	434.20	$ 65.13	$ 499.33
6. Travel	4,209.00	$ 631.35	$ 4,840.35
7. Occupancy	3,075.00	$ 461.25	$ 3,536.25
8. Current Expenses		$ -	$ -
Telephone	519.09	$ 77.86	$ 596.95
Postage	60.00	$ 9.00	$ 69.00
Subscriptions			$ -
Audit and Legal	6,300.00	$ 945.00	$ 7,245.00
Insurance			$ -
Board Expenses			$ -
9. Software			$ -
10. Marketing/Communications			$ -
11. Staff Education and Training			$ -
12. Subcontracts/Agreements	425,000.00		$ 425,000.00
13. Other			$ -
Printing	410.00	$ 61.50	$ 471.50
Computer Output Expenses (cost allocations)	1,608.00	$ 241.20	$ 1,849.20
			$ -
TOTAL	**$ 538,913.05**	**$ 17,086.96**	**$ 556,000.00**

Indirect As A Percent of Direct 3%

Contractor Initials

Date 2/8/2018

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.

   2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

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

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

2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

60 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF BEHAVIORAL HEALTH

Bureau of Drug and Alcohol Services

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director of the Division of
Behavioral Health

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 28, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human to enter into a **SOLE SOURCE** Agreement with Foundation for Healthy Communities (Vendor #154533-B001), 125 Airport Road, Concord, NH 03301, for the purpose of expanding the State's capacity to provide Office-based Opiate Treatment, including the use of medications to New Hampshire residents experiencing opioid addiction in an amount not exceed $1,800,000, with a completion date of June 30, 2018, effective July 1, 2016 or the date of Governor and Council approval, whichever is later. **75% Federal Funds, 25% General Funds.**

Funds are available in the following account for SFY 2017 and SFY 18 with authority to adjust amounts between state fiscal years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

Fiscal Year	Class/Account	Class Title	Amount
2017	102-500734	Contracts for Social Services	$1,500,000
2018	102-500734	Contracts for Social Services	$ 300,000
		Total	**$1,800,000**

EXPLANATION

This request is submitted as a **SOLE SOURCE** request due to the urgent nature of the opioid crisis in New Hampshire and the impact and benefit of engaging physician practices in effectively addressing Substance Use Disorders (SUDs). The Medication Assisted Treatment (MAT) and Hospital Emergency Department (ED) programs supported by this Agreement are two of several addiction

identification, overdose prevention and treatment activities proposed to expand New Hampshire's infrastructure capacity to treat affected residents. The Foundation for Healthy Communities will also facilitate expansion of community-based MAT programs statewide by recruiting and contracting with physician practices interested in developing or enhancing their capacity to deliver MAT services in their communities. The vendor will also address SUDs in Hospital EDs by recruiting and engaging hospitals in geographic regions with high rates of opioid overdoses to increase their capacity to address substance use disorders. This vendor was selected because of its established professional relationships with all hospitals in New Hampshire, and its proven ability to work effectively with New Hampshire hospitals and physician practices to implement new programs..

The need for both expanded MAT and increased capacity to address SUDs in the EDs is evident by the high rates of opioid use reflected in the sharp increase in emergency room visits, ambulance calls related to opioids, and by the 437 overdose deaths in 2015 (up from 325 in 2014).

In an effort to support MAT expansion, the Department convened a panel of practitioners from health care, behavioral health, substance use disorder (SUD) specialty treatment services, and the New Hampshire Medical Society to review existing practices in New Hampshire and other states. The panel identified key components and best practices from the American Society of Addiction Medicine (ASAM) and other nationally-recognized resources. Through this work a compendium of best practice recommendations and resources for implementing and delivering effective MAT was developed to support a variety of service settings to promote and assist with proper integration of MAT services.

Three core objectives were identified to expand MAT services in New Hampshire. They include:

1. Increase the number of waivered buprenorphine prescribers;
2. Increase awareness of and access to extended-release injectable (depot) naltrexone and other medications by prescription; and
3. Increase office-based access to MAT programs through multiple settings, including primary care offices and clinics, specialty office-based (stand-alone) MAT programs, and traditional addition treatment programs offering medication assistance.

To address the growing crisis, it is critical that providers rapidly develop and expand resources in addition to the current SUD treatment infrastructure in order to meet the public's need for this important service. It is the expectation of the Department that by issuing infrastructure expansion grants to facilitating organizations, like Foundation for Healthy Communities, the Department's core objectives will be achieved and result in a decreased number of overdose deaths, and reduced economic costs to the State. Through these community-based MAT infrastructure expansion programs, the Foundation for Healthy Communities will recruit, engage and provide training and other technical support to subcontracted physician practices participating in the program, and monitor their program compliance.

The performance of the MAT program will be measured by:

1. The contractor's submission of a work plan within 45 days of contract approval;
2. The contractor's submission of a proposed list of physician practices to the Department for subcontracting approval;
3. The contractor's submission of quarterly status reports based on work plan progress, including but not limited to:
   - Number and credentials of staff retained to support MAT

- Number of physicians waivered to prescribe buprenorphine
- Policies and practices established
- Changes made to the initial work plan
- Training and technical assistance provided
- Other progress to date

4. The contractor's submission of a final report, documenting the following:
   - Minimum of 10 practices have increased capacity to provide MAT services
   - Minimum of 20 physicians became waivered to prescribe buprenorphine
   - Minimum of 10 other providers are available to support MAT (e.g., clinicians, nurse practitioners)
   - Minimum of 10 practices have policies and procedures for providing MAT according to the Guidelines.
   - Minimum of 5 practices display accurate documentation of MAT in client records according to the Guidelines.
   - Number of trainings and technical assistance provided related to best practice implementation of MAT for Opiate Use Disorders.

People experiencing SUD emergencies may be more open to initiating treatment. Hospital EDs need to be prepared to address not only the medical sequelae of overdoses, but also to provide or refer for treatment of the SUD. To that end, the Foundation for Healthy Communities will also contract with identified hospitals to increase the ability of current staff to effectively connect patients with SUD emergencies to appropriate resources to comprehensively address their SUDs and to develop and implement long-term plans for effective care of patients with SUDS who come into the ED.

The performance of the ED program will be measured by increases to the baseline numbers determined at the beginning of the contract period, as follows:

- Minimum of four (4) hospitals increasing their capacity to address SUDs in their EDs.
- Minimum of four (4) hospitals implementing improved protocols in their EDs.
- Increased number (from baseline) of ED patients with SUDs accessing comprehensive services to address their SUDs post-discharge from ED.

If the contract is not granted, residents seeking recovery may not receive appropriate treatment for their opioid addiction, resulting in a heightened risk of death from accidental overdose, financial and emotional strains on families, and related economic and resource challenges in communities as affected individuals continue to struggle with their addictions.

As referenced in Exhibit C-1, Revisions to General Provisions, the Agreement has the option to extend for three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

The geographic area to be served is statewide.

Source of Funds: 75% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 25% General Funds.

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

Respectfully submitted,

Katja S. Fox
Director of the Division of
Behavioral Health

Approved by:
Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: SS-2017-BDAS-02-MATSE

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 Department of Health and Human Services Division of Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Foundation for Healthy Communities		1.4 Contractor Address 125 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number (603) 415-4270	1.6 Account Number 05-95-49-491510-2990	1.7 Completion Date 6/30/2018	1.8 Price Limitation $1,800,000.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory SHARON V. LARRACE, EXECUTIVE DIRECTOR	

1.13 Acknowledgement: State of NH, County of Merrimack

On June 28, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Noreen M. Crennin 6/28/2016 Expires 6/5/2018

1.13.2 Name and Title of Notary or Justice of the Peace

Noreen M. Crennin Program & Grants Manager

1.14 State Agency Signature Date: 6/28/16	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Hall, Attorney On: 6/30/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Scope of Services

1. **Provisions Applicable to All Services**

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. **Program Requirements – Medication Assisted Treatment Services**

2.1. **Scope of Services**

2.1.1. The Contractor shall recruit physician practices that are willing to increase their capacity to provide Medication-Assisted Treatment (MAT).

2.1.2. The Contractor shall contract with a minimum of 10 physician practices geographically dispersed throughout the state to increase and enhance their capacity to provide MAT with fidelity to federal, state, and best practices recommendations as described in the Guidance Document on Best Practices: Key Components for Delivering Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in NH available at http://www.nh.gov/dcbcs/bdas/documents/matguidancedoc.pfd.

2.1.3. The Contractor shall work with sub-contracted physician practices to identify infrastructure needs to increase and enhance capacity to implement MAT. These activities include but are not limited to:

a. Hiring additional staffing;

b. Modifications to electronic health record (EHR) system; and

c. Providing training for all staff in an effort to initiate or expand current office-based opioid treatment (OBOT) programs to deliver medication assisted treatment with approved medications including buprenorphine and naltrexone.

2.1.4. The Contractor shall ensure that subcontracted physician practices establish a team to deliver MAT that involves current staff, the recruitment of new staff, and/or the development of formal relationships with external partners to implement an OBOT program

with approved medications. This team shall include staff to provide the three core roles: prescriber, behavioral health counselor and care coordinator.

2.1.5. The Contractor shall ensure the availability of initial and on-going training and resources to all staff in subcontracted physician practices to include buprenorphine waiver training for interested physicians. The Department will make available training and technical assistance to assist with the MAT planning and implementation process to selected applicants to include on-site support as well as facilitation of a Community of Practice, a group that will be created with the goal of gaining knowledge through the process of sharing information and experiences related to OBOT with approved medications.

2.1.6. The Contractor shall ensure that subcontracted physician practices develop policies and practices related to, but not limited to:

2.1.6.1. Evaluation and medical exam to verify that patients meet criteria for opioid use disorders and are appropriate for MAT level of care, and determine the appropriate medication;

2.1.6.2. Billing procedures; and

2.1.6.3. Urine Drug Testing.

2.1.7. The Contractor shall ensure that subcontracted physician practices develop a process to provide patients with appropriate medical oversight and prescribing, counseling, care coordination, and other appropriate ancillary services to improve access and retention with MAT.

2.1.8. The Contractor shall ensure that subcontracted physician practices utilize the Prescription Drug Monitoring Program (PDMP) each time a prescription is written.

2.1.9. The Contractor shall ensure that subcontracted physician practices are compliant with confidentiality requirements, including 42 CFR Part II.

2.1.10. The Contractor shall ensure that subcontracted physician practices are providing timely communication among the patient, prescriber, counselor, care coordinator, and external providers.

2.1.11. The Contractor shall ensure that subcontracted physician practices document care accurately and properly (e.g., treatment plans, confidentiality).

2.1.12. The Contractor shall develop a work plan describing the process for completing 2.1.1 through 2.1.11.

2.2. **Compliance and Reporting Requirements**

2.2.1. The Contractor must submit a work plan within 45 days of contract approval.

2.2.2. The Contractor shall submit a list of prospective physician practices for subcontracting, subject to Department approval.

2.2.3. The Contractor shall provide quarterly status reports based on work plan progress to include, but not be limited to:

2.2.3.1. Staff retained to support MAT;

2.2.3.2. Number of physicians waivered to prescribe buprenorphine;

2.2.3.3. Policies and practices established;

2.2.3.4. Changes made to the initial work plan;

2.2.3.5. Training and technical assistance needed; and

2.2.3.6. Other progress to date.

2.2.4. The Contractor must submit a final report to the Department within 45 days of conclusion of the contract based on work plan progress that includes, but is not limited to:

2.2.4.1. Staff retained to support MAT;

2.2.4.2. Number of physicians waivered to prescribe buprenorphine;

2.2.4.3. Policies and practices established;

2.2.4.4. Changes made to the initial work plan;

2.2.4.5. Number of patients receiving MAT prior to subcontract compared to number of patients receiving MAT as of June 30, 2017, including demographic (gender, age, race, ethnicity) and outcome data (as appropriate);

2.2.4.6. Training and technical assistance provided and funding needed; and

2.2.4.7. Other progress to date.

2.3. **Performance Measures**

The following performance measures must be gathered and monitored by the Contractor. There is an expectation that baseline numbers will be determined

by the Contractor at the beginning of the contract period and that these numbers will increase to the following numbers listed in this Section 2.3, as follows:

- Minimum of ten (10) practices increasing capacity to provide MAT services;
- Minimum of twenty (20) physicians waivered to prescribe buprenorphine;
- Minimum of ten (10) other providers available to support MAT(e.g clinicians, nurse practitioners);
- Minimum of ten (10) practices with policies and procedures for providing MAT according to the Guidelines;
- Minimum of five (5) practices with accurate documentation of MAT in client records according to the Guidelines; and
- Number of Trainings and technical assistance provided that are related to best practice recommendations and opioid pharmacotherapy and prescribing medications as part of treatment for Opiate Use Disorders.

3. **Program Requirements – Emergency Department Services**

3.1. **Scope of Work**

3.1.1. The Contractor shall recruit hospitals in geographic regions with high rates of opioid overdoses that are willing to increase their capacity to address substance use disorders (SUDs) in their Emergency Department (ED).

3.1.2. The Contractor shall contract with identified hospitals to increase the ability of current staff to effectively connect patients with SUD emergencies to appropriate resources to comprehensively address their SUDs and to develop and implement long-term plans for effective management of patients with SUDs who come into the ED.

3.1.3. The Contractor shall work with sub-contracted hospital personnel to develop a work plan for addressing SUDs in their EDs. Work plans will include but not be limited to:

3.1.3.1. Addressing immediate crises by:

a. Committing a staff member or consultant to coordinate the activities;

b. Training ED staff in basic understanding of addiction, recovery and resources;

c. Establishing protocols for immediate response; and

d. Overseeing the implementation of protocols.

3.1.3.2. Initiating a systemic response by:

a. Developing and implementing a long-term plan with metrics for care of patients with SUDs who come into the ED, including sustainability; and

b. Developing cost estimates for the implementation of the long-term work plan.

3.1.4. The Contractor shall monitor implementation of the work plans to ensure that hospitals are achieving progress outlined in their plans, including but not limited to:

3.1.4.1. An identified staff member or consultant coordinating activities;

3.1.4.2. ED staff is trained in basic understanding of addiction, recovery and resources;

3.1.4.3. Protocols for immediate response are established and implemented;

3.1.4.4. A long-term plan for management of patients with SUDs who come into the ER is developed and implementation has begun; and

3.1.4.5. Disburse funds to sub-contracted hospitals to operationalize work plans. Funds may be used for purposes including, but not limited to:

a. Paying for the coordinator's service;

b. Training;

c. Modifications to the electronic health record (EHR) system;

d. Staff or processes identified in the long-term plan with approval of the Department;

e. Ensure the availability of initial and on-going training and resources to staff in subcontracted hospital EDs; and

f. Provide hospitals with multiple options for potential funds for sustainability of long-term plans.

3.2. **Compliance and Reporting Requirements**

3.2.1. The Contractor shall submit a work plan within 45 days of contract approval.

3.2.2. The Contractor shall submit a list of prospective hospitals for subcontracting, subject to Department approval.

3.2.3. The Contractor shall provide quarterly status reports based on work plan progress to include, but not be limited to:

3.2.3.1. Designated coordinators to address immediate crises;

3.2.3.2. Number of ED staff trained in basic understanding of addiction, recovery and resources;

3.2.3.3. Protocols established and implemented for immediate response;

3.2.3.4. Changes made to the initial work plans;

3.2.3.5. Summaries of long-term plans for care of patients with SUDs who come into the ED;

3.2.3.6. Training and technical assistance needed; and

3.2.3.7. Other progress to date.

3.2.4. The Contractor must submit a final report to the Department within 45 days of conclusion of the contract based on work plan progress that includes, but is not limited to:

3.2.4.1. Designated coordinators to address immediate crises;

3.2.4.2. Number of ED staff trained in basic understanding of addiction, recovery and resources;

3.2.4.3. Protocols established and implemented for immediate response;

3.2.4.4. Summaries of long-term plans for care of patients with SUDs who come into the ED; and

3.2.4.5. Number of patients benefitting from this program as measured by:

a. Number of patients seen in ED with identified SUDs

b. Number who received services supported by this program

c. Number who were referred for additional SUD services

d. Training and Technical Assistance provided.

3.3. **Performance Measures**

The following performance measures must be gathered and monitored by the Contractor. There is an expectation that baseline numbers will be determined by the Contractor at the beginning of the contract period and that these numbers will increase to the numbers listed in this Section 3.3, as follows:

3.3.1. Minimum of four (4) hospitals increasing their capacity to address substance use disorders (SUDs) in their Emergency Departments (EDs);

3.3.2. Minimum of four (4) hospitals implementing improved protocols in their EDs; and

3.3.3. Increased number (from baseline) of ED patients with SUDs accessing comprehensive services to address their SUDs post-discharge from ED.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.959 U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; Block Grants for Prevention and Treatment of Substance Abuse; Substance Abuse Block Grant (SABG).
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget and Exhibit B-2, Budget.
4. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
   - 4.1. Payments shall be made on cost reimbursement basis only, for allowable costs, expenses and fees in accordance with Exhibits B-1, Budget through Exhibit B-2, Budget.
   - 4.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1, Budget and Exhibit B-2, Budget
   - 4.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
   - 4.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Sections 2.2 and 3.2, Compliance and Reporting Requirements, that support evidence of actual expenditures, in accordance with Exhibit B-1, Budget and Exhibit B-2, Budget for the previous month by the tenth (10th) working day of the current month.
   - 4.5. The Contractor shall submit invoices for services outlined in Exhibit A, Scope of Services in accordance with budget line items in Exhibit B-1, Budget and Exhibit B-2, Budget preferably by e-mail on Department approved invoices to:

     Finance Manager
     Division of Behavioral Health
     Department of Health and Human Services
     105 Pleasant Street,
     Concord, NH 03301
     laurie.heath@dhhs.nh.gov

Exhibit B

5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

6. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 and Exhibit B-2 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

9. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder Name: Foundation for Healthy Communities

Budget Request for: MAT Healthy Communities

Budget Period: SFY 17 - 7/1/16 - 6/30/17

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 129,044.32	$ 19,356.65	$ 148,400.97	
2. Employee Benefits	$ 21,282.25	$ 3,192.34	$ 24,474.59	
3. Consultants	$ 7,500.00	$ 1,125.00	$ 8,625.00	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 403.00	$ 60.45	$ 463.45	
6. Travel	$ 2,464.00	$ 372.60	$ 2,856.60	
7. Occupancy	$ 4,612.50	$ 691.88	$ 5,304.38	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 1,396.08	$ 209.41	$ 1,605.49	
Postage	$ 180.00	$ 27.00	$ 207.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ 6,080.00	$ 912.00	$ 6,992.00	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ 1,297,830.89	$ -	$ 1,297,830.89	
13. Other		$ -	$ -	
Printing	$ 405.08	$ 60.76	$ 465.84	
Computer Output Expenses (cost allocations)	$ 2,412.00	$ 361.80	$ 2,773.80	
	$ -	$ -	$ -	
TOTAL	$ 1,473,630.12	$ 26,369.88	$ 1,500,000.00	
Indirect As A Percent of Direct		15.0%		

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder Name: Foundation for Healthy Communities

Budget Request for: MAT Healthy Communities

Budget Period: SFY 18 - 7/1/17 - 6/30/18

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 28,850.32	$ 4,327.55	$ 33,177.87	
2. Employee Benefits	$ 3,976.06	$ 596.41	$ 4,572.47	
3. Consultants	$ 6,000.00	$ 900.00	$ 6,900.00	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 135.36	$ 20.30	$ 155.66	
6. Travel	$ 1,828.00	$ 274.20	$ 2,102.20	
7. Occupancy	$ 1,537.50	$ 230.63	$ 1,768.13	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 1,465.36	$ 219.80	$ 1,685.16	
Postage	$ 60.00	$ 9.00	$ 69.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ 6,200.00	$ 930.00	$ 7,130.00	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ 241,278.57	$ -	$ 241,278.57	
13. Other		$ -	$ -	
Printing	$ 205.51	$ 30.83	$ 236.34	
Computer Output Expenses (cost allocations)	$ 804.00	$ 120.60	$ 924.60	
	$ -	$ -	$ -	
TOTAL	$ 292,340.68	$ 7,659.32	$ 300,000.00	
Indirect As A Percent of Direct		15.0%		

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Contractor Initials SM
Date 6/28/16

REVISIONS TO GENERAL PROVISIONS

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

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

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

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

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

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

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

6/28/2016
Date

Name: SHAWN V. LAFRANCE
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

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

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

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

Contractor Name:

6/28/2016
Date

Name:
Title: SHAWN V. LAFRANCE
EXECUTIVE DIRECTOR

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/28/2016
Date

Name: SHAWN M. LAGRANGE
Title: EXECUTIVE DIRECTOR

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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:

6/28/2016
Date

Name:
Title: SHANNA V. LAFRANCE
EXECUTIVE DIRECTOR

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:

6/28/2016
Date

Name:
Title: SHAUN V. LAFLAMME
EXECUTIVE DIRECTOR

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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 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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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 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.

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.

The State	Foundation For Healthy Communities Name of the Contractor
Katja S Fox Signature of Authorized Representative	Shawn V. LaFrance Signature of Authorized Representative
Katja S Fox Name of Authorized Representative	Shawn V. LaFrance Name of Authorized Representative
Director Title of Authorized Representative	Executive Director Title of Authorized Representative
6/28/16 Date	6/28/2016 Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/28/2016
Date

Name:
Title: SHAWN V. LAFRANCE
EXECUTIVE DIRECTOR

FORM A

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

1. The DUNS number for your entity is: 615335283

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

   X NO _____ YES.

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____