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

Lori A. Shibinette  
Commissioner  
  
Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
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www.dhhs.nh.gov

September 22, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Foundation for Healthy Communities (Vendor # 154533-B001), Concord, NH, to support COVID-19 emergency preparedness and response activities statewide, by increasing the price limitation by \$1,058,099 from \$2,554,000 to \$3,612,099, with no change to the contract completion date of June 30, 2021. 100% Federal Funds.

The original contract was approved by Governor and Council on September 13, 2017, item #13 and most recently amended with Governor and Council approval on June 19, 2019, item #78C.

Funds are available in the following accounts 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Prog Svc	90077700	\$400,075	\$0	\$400,075
2019	102-500731	Contracts for Prog Svc	90077700	\$749,257	\$0	\$749,257
2020	102-500731	Contracts for Prog Svc	90077700	\$689,668	\$0	\$689,668
2021	102-500731	Contracts for Prog Svc	90077700	\$615,000	\$1,058,099	\$1,673,099
			<b>Subtotal</b>	<b>\$2,454,000</b>	<b>\$1,058,099</b>	<b>\$3,512,099</b>

**95-90-902510-5084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HPP EBOLA PREPAREDNESS 100% Federal**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90077735	\$100,000	\$0	\$100,000
			<b>Subtotal</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$100,000</b>
			<b>Total</b>	<b>\$2,554,000</b>	<b>\$1,058,099</b>	<b>\$3,612,099</b>

**EXPLANATION**

This item is **Sole Source** because MOP 150 requires any amendment increasing the original price limitation by more than 10 percent of the original contract amount be identified as sole source.

The Contractor currently supports the New Hampshire Health Care Coalition by acting as an Administrative Lead Organization and enhancing the healthcare sector's ability to effectively prepare for, respond to, and recover from emergencies. The purpose of this amendment is to add funding to support COVID-19 emergency preparedness and response activities at healthcare facilities statewide. The Contractor will procure and distribute ventilators, infection control supplies, personal protective equipment, and other supplies to healthcare facilities. The Contractor will also provide technical assistance to long-term care and other residential facilities to prepare them for providing COVID-19 vaccinations to residents and staff. In addition, the Contractor will conduct an after action review of the medical surge component of the New Hampshire Health Care Coalition's response to COVID-19.

The New Hampshire Health Care Coalition includes members from across the healthcare sector, including hospitals and hospital-based health systems, emergency medical services, emergency management services, public health, long-term care facilities, home health, primary care, and specialty practices. Approximately 1.3 million individuals will be served from July 1, 2019, to June 30, 2021.

The Department will monitor contracted services by reviewing semi-annual progress reports and documentation of cost sharing for activities.

Area served: Statewide

Source of Funds: CFDA #93.889, FAIN # U3REP190580

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

Respectfully submitted,



Lori A. Shubinette  
Commissioner

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



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Granite State Health Care Coalition for Emergency Preparedness,  
Response and Recovery Contract**

This 2<sup>nd</sup> Amendment to the Health Care Coalition for Emergency Preparedness, Response and Recovery contract (hereinafter referred to as "Amendment #2") 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 September 13, 2017, (Item #13), as amended on June 19, 2019, (Item #78C), 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, the Contract may be amended upon written agreement of the parties and appropriate State approval; 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 1.8, Price Limitation, to read:  
\$3,612,099.
2. Modify Exhibit A Amendment #1 Scope of Services, Section 2 Scope of Services, Subsection 2.1, Part 2.1.2, by adding Subpart 2.1.2.5., to read:
  - 2.1.2.5. Providing technical assistance and training, which shall be consistent with guidance and recommendations disseminated by the Department, to long-term care and other residential facilities to build their capacity to provide vaccinations against COVID-19 to target populations, including, but not limited to:
    - 2.1.2.5.1. Residents in residential facilities.
    - 2.1.2.5.2. Staff in residential facilities.
    - 2.1.2.5.3. Household members of staff in residential facilities.
3. Modify Exhibit A Amendment #1 Scope of Services, Section 2 Scope of Services, Subsection 2.1, Part 2.1.3, by adding Subpart 2.1.3.4., to read:
  - 2.1.3.4. Procuring and distributing equipment and supplies, which include, but are not limited to, ventilators, infection control and personal protective equipment, to the following:
    - 2.1.3.4.1 Hospitals;
    - 2.1.3.4.2 Long-term care facilities;
    - 2.1.3.4.3 Assisted living facilities;
    - 2.1.3.4.4 Home care providers;
    - 2.1.3.4.5 Emergency medical services providers; and
    - 2.1.3.4.6 Other types of health care entities, as approved by the Department.
4. Modify Exhibit A Amendment #1 Scope of Services, Section 2 Scope of Services, Subsection 2.3,

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



by adding Part 2.3.28, to read:

- 2.3.28. Conducting an After Action Review of the HCC response to the COVID-19 pandemic. The After Action Review shall:
  - 2.3.28.1. Meet Homeland Security and Exercise Evaluation Program standards;
  - 2.3.28.2. Assess strengths of the HCC response.
  - 2.3.28.3. Identify other areas for improvement.
5. Modify Exhibit B, Amendment #1 Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
  - 4.1. Payment shall be on a cost reimbursement basis for actual costs incurred in accordance with the approved budget line items in Exhibit B-1 through Exhibit B-4, Amendment #2, Budget Sheet.
6. Modify Exhibit B-4, Amendment #1, Budget Sheet by replacing in its entirety with Exhibit B-4, Amendment #2, Budget Sheet, which is attached hereto and incorporated by reference herein.

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



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16.

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

8/20/2020  
Date

Louie Shebinette  
Name:  
Title:

Foundation for Healthy Communities

8/18/20  
Date

Peter Ames  
Name: Peter Ames  
Title: Executive Director

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



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

**OFFICE OF THE ATTORNEY GENERAL**

08/24/20  
Date

*Catherine Pinos*  
Name:  
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16.

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-4, Amendment #2, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Foundation for Healthy Communities

Budget Request for: Granite State Health Care Coalition  
RFP-2018-OPHS-09-HEALT

Budget Period: July 1, 2020-June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 210,000.00	\$ -	\$ 210,000.00	\$ -	\$ -	\$ -	\$ 210,000.00	\$ -	\$ 210,000.00
2. Employee Benefits	\$ 68,000.00	\$ -	\$ 68,000.00	\$ -	\$ -	\$ -	\$ 68,000.00	\$ -	\$ 68,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Purchase/Depreciation	\$ 788,805.08	\$ -	\$ 788,805.08	\$ -	\$ -	\$ -	\$ 788,805.08	\$ -	\$ 788,805.08
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00
6. Travel	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
7. Occupancy	\$ 8,800.00	\$ -	\$ 8,800.00	\$ -	\$ -	\$ -	\$ 8,800.00	\$ -	\$ 8,800.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 4,300.00	\$ -	\$ 4,300.00	\$ -	\$ -	\$ -	\$ 4,300.00	\$ -	\$ 4,300.00
Postage	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Commissions	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00
11. Staff Education and Training	\$ 4,504.00	\$ -	\$ 4,504.00	\$ -	\$ -	\$ -	\$ 4,504.00	\$ -	\$ 4,504.00
12. Subcontract/Agreements	\$ 352,170.00	\$ -	\$ 352,170.00	\$ -	\$ -	\$ -	\$ 352,170.00	\$ -	\$ 352,170.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other: Accounting & Managerial Support	\$ -	\$ 135,018.92	\$ 135,018.92	\$ -	\$ -	\$ -	\$ -	\$ 135,018.92	\$ 135,018.92
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 1,438,878.08	\$ 135,018.92	\$ 1,573,898.00	\$ -	\$ -	\$ -	\$ 1,438,878.08	\$ 135,018.92	\$ 1,573,898.00

# State of New Hampshire

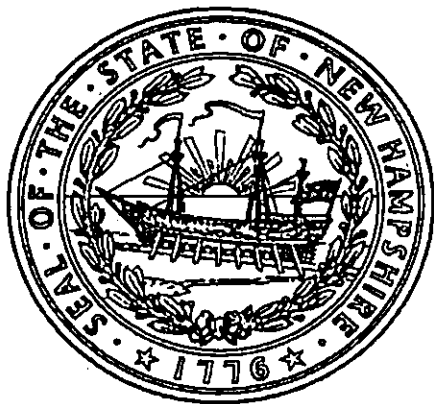
## Department of State

### 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: 0004981507



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of August A.D. 2020.

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

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/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 8/18/2020

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



Linda Lee Levesque



NEWHAMP-02

GREISSMAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/19/2020

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 INSURER A : Hartford Casualty Insurance Company NAIC # 29424 INSURER B : Twin City Fire Insurance Company 29459 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Foundation for Healthy Communities Attn: Linda Levesque 125 Airport Road Concord, NH 03301	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		08SBAVW2923	6/22/2020	6/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		08SBAVW2923	6/22/2020	6/22/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECIV5293	6/22/2020	6/22/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

*Gabe Reissman*



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.

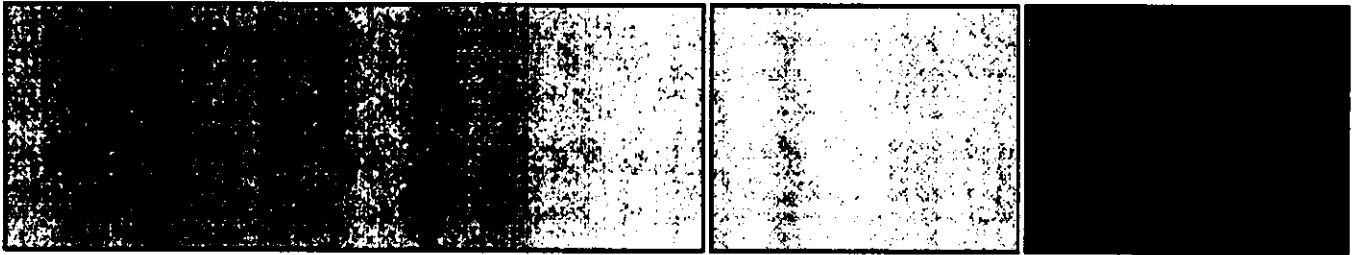
**VALUES:** Respect  
Integrity  
Excellence  
Innovation  
Engagement  
Equity  
Continuous Learning

**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.

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Foundation *for*  
Healthy Communities

FINANCIAL STATEMENTS

December 31, 2019 and 2018

With Independent Auditor's Report

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## 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

DRAFT

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Financial Position

December 31, 2019 and 2018

ASSETS

	<u>2019</u>	<u>2018</u>
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	<u>9,610</u>	<u>6,176</u>
Total current assets	<u>1,073,484</u>	<u>1,173,397</u>
Investments	<u>872,550</u>	<u>703,806</u>
Property and equipment		
Leasehold improvements	1,118	1,118
Equipment and furniture	<u>147,427</u>	<u>147,427</u>
	148,545	148,545
Less accumulated depreciation	<u>145,398</u>	<u>142,320</u>
Property and equipment, net	<u>3,147</u>	<u>6,225</u>
Total assets	<u>\$1,949,181</u>	<u>\$1,883,428</u>
<b>(LIABILITIES AND NET ASSETS)</b>		
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	<u>8,013</u>	<u>5,446</u>
Total current liabilities and total liabilities	<u>258,846</u>	<u>88,280</u>
Net assets		
Without donor restrictions		
Operating	791,489	700,951
Internally designated	<u>538,496</u>	<u>646,909</u>
Total without donor restrictions	1,329,985	1,347,860
With donor restrictions	<u>360,350</u>	<u>447,288</u>
Total net assets	<u>1,690,335</u>	<u>1,795,148</u>
Total liabilities and net assets	<u>\$1,949,181</u>	<u>\$1,883,428</u>

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

**FOUNDATION FOR HEALTHY COMMUNITIES**  
**Statement of Activities and Changes in Net Assets**  
**Year Ended December 31, 2019**

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
<b>Revenues</b>					
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	<u>2,990,426</u>	<u>(108,413)</u>	<u>2,882,013</u>	<u>(86,938)</u>	<u>2,795,075</u>
<b>Expenses</b>					
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	<u>2,899,888</u>	<u>-</u>	<u>2,899,888</u>	<u>-</u>	<u>2,899,888</u>
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	<u>700,951</u>	<u>646,909</u>	<u>1,347,860</u>	<u>447,288</u>	<u>1,795,148</u>
Net assets, end of year	<u>\$ 791,489</u>	<u>\$ 538,496</u>	<u>\$ 1,329,985</u>	<u>\$ 360,350</u>	<u>\$ 1,690,335</u>

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



**FOUNDATION FOR HEALTHY COMMUNITIES**  
**Statement of Activities and Changes in Net Assets**  
**Year Ended December 31, 2018**

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
<b>Revenues</b>					
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	<u>80,394</u>	<u>(80,394)</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total revenues</b>	<b><u>3,409,965</u></b>	<b><u>99,082</u></b>	<b><u>3,509,047</u></b>	<b><u>(28,860)</u></b>	<b><u>3,480,187</u></b>
<b>Expenses</b>					
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	<u>3,526</u>	<u>-</u>	<u>3,526</u>	<u>-</u>	<u>3,526</u>
<b>Total expenses</b>	<b><u>3,481,474</u></b>	<b><u>-</u></b>	<b><u>3,481,474</u></b>	<b><u>-</u></b>	<b><u>3,481,474</u></b>
Change in net assets from operations	(71,509)	99,082	27,573	(28,860)	(1,287)
Net realized and unrealized loss on investments	<u>(65,963)</u>	<u>-</u>	<u>(65,963)</u>	<u>-</u>	<u>(65,963)</u>
<b>Total change in net assets</b>	<b>(137,472)</b>	<b>99,082</b>	<b>(38,390)</b>	<b>(28,860)</b>	<b>(67,250)</b>
Net assets, beginning of year	<u>838,423</u>	<u>547,827</u>	<u>1,386,250</u>	<u>476,148</u>	<u>1,862,398</u>
Net assets, end of year	<u>\$ 700,951</u>	<u>\$ 646,909</u>	<u>\$ 1,347,860</u>	<u>\$ 447,288</u>	<u>\$ 1,795,148</u>

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**

	<u>2019</u>	<u>2018</u>
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	<u>2,567</u>	<u>203</u>
Net cash provided (used) by operating activities	<u>13,594</u>	<u>(275,568)</u>
Cash flows from investing activities		
Purchases of investments	-	(10,548)
Proceeds from sale of investments	<u>10,021</u>	<u>10,451</u>
Net cash provided (used) by investing activities	<u>10,021</u>	<u>(97)</u>
Net increase (decrease) in cash and cash equivalents	23,615	(275,665)
Cash and cash equivalents, beginning of year	<u>570,277</u>	<u>845,942</u>
Cash and cash equivalents, end of year	<u>\$ 593,892</u>	<u>\$ 570,277</u>

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

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

### 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.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

### 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.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

### 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.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

### 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.

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Notes to Financial Statements**

**December 31, 2019 and 2018**

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

	<u>2019</u>	<u>2018</u>
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	<u>872,550</u>	<u>703,806</u>
Total financial assets	1,936,424	1,871,027
Donor-imposed restrictions		
Restricted funds	<u>(360,350)</u>	<u>(447,288)</u>
Financial assets available at year-end for current use	<u>\$ 1,576,074</u>	<u>\$ 1,423,739</u>

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.

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

**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.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

### 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.



**FOUNDATION FOR HEALTHY COMMUNITIES**

**Notes to Financial Statements**

**December 31, 2019 and 2018**

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

	<u>2019</u>	<u>2018</u>
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	<u>2,463</u>	<u>2,462</u>
Total program services	<u>2,676,130</u>	<u>3,276,736</u>
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	<u>616</u>	<u>616</u>
Total general and administrative	<u>213,143</u>	<u>204,738</u>
	<u>\$ 2,889,273</u>	<u>\$ 3,481,474</u>

**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.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

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, Spears Memorial Hospital
Jay Couture, Vice Chair	President and CEO, Seacoast Mental Health Center
Stephen Ahnen, Secretary / Treasurer	President, NH Hospital Association
Peter Ames, <i>ex officio</i>	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

## J. Scott Nichols

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Extensive training, knowledge and experience in all levels of emergency management and All-Hazards planning from regional, local and organizational perspectives. Proficient with all planning working with governmental, non-governmental and private sector stakeholders. Specialized skill set includes developing timelines, setting realistic and achievable goals, and the ability to bring people and groups together towards a common purpose.

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### WORK EXPERIENCE

#### **Granite State Health Care Coalition**

12/2017-Present

##### ■ **Director**

- Responsible for building and implementing a statewide healthcare coalition to build readiness, and resilience across the healthcare continuum for all-hazard emergencies.
- Direct support to State Emergency Support Function 8-Health and Medical
- Help, educate and aid healthcare entities with their Centers for Medicaid and Medicare Services and State of New Hampshire licensing certification requirements.
- Wrote Governance document and assembled a comprehensive Leadership Team that meets monthly
- Responsible for tracking of grant deliverables working within a specific budget while responding to real-life events.
- Provide mentorship and supervision to other health care coalition staff.
- Set future course of coalition based on best practices and lessons learned
- Build and sustain coalition membership through active engagement and providing value by addressing unmet needs and assisting with ever changing regulations.

#### **New Hampshire Department of Homeland Security and Emergency Management**

08/2015-12/2017

##### ■ **Emergency Management Trainer** assigned to the school readiness program.

- Responsible for conducting and writing a comprehensive report for school security assessments with a focus on access control, surveillance, and alerting.
- Assist schools with individual Emergency Operations Plan development for an All-Hazards approach to include providing technical assistance as needed.
- Assist schools and SAU's with a hazard vulnerability analysis to determine greatest threats.
- Conduct, build, and evaluate utilizing HSEEP approved methods customized training programs and exercises for public safety, schools, bus drivers and businesses.
- Experience writing after action reports and improvement plans.
- Responsible for tracking of all training and assessments conducted.
- Conduct employment backgrounds for NH Homeland Security and Emergency Management.

- **Regional Catastrophic Planner** assigned as a liaison with New Hampshire Homeland Security and Emergency Management. Developed overarching response plans that cover the states of New Hampshire, Massachusetts; Rhode Island and the cities of Boston and Providence. Responsibilities included coordinating and facilitating cooperation between multiple governmental and non-governmental agencies towards a common goal.
  - Wrote governance for a Regional Mass Care Working group with the six New England States to help them communicate and develop processes to address needs and share resources during a mass care response.
  - Project Lead or Co-Lead for New England regional plans for Mass Care and Sheltering, Disaster Housing, Evacuation; Cyber Disruption Response; Commodities Distribution, and All-Hazards Response.
  - Project Manager for a statewide emergency preparedness campaign which included television and radios ads. As part of this project, we updated the ReadyNH.gov website and changed the logos and branding.
  - Conduct employment backgrounds for NH Homeland Security and Emergency Management.
  - Developed Requests for Proposals (RFP's) for projects, conducted contractor interviews, set deadlines, and tracked expenses.
  - Conducted briefings and meetings with federal, state, and local governmental and non-governmental agencies on project developments, expense allocation, and deadline tracking.

**Concord New Hampshire Police Department**

12/1988 to 07/2011

*Police Lieutenant*

- **Watch Commander:** Monitored intelligence reports from Homeland Security and NH State Police. Worked in conjunction with FBI, ICE, Secret Service, ATF and US Customs to assist them with local intelligence and apprehension as needed. Developed, administered and evaluated public health and emergency preparedness plans and drills for governmental and non-governmental agencies. Responsible for the supervision, development, mentoring, and motivation of first line supervisors. Mediation of personnel issues including discipline, receiving and investigation of personnel complaints. Accountable for work productivity of entire shift. Required quick problem solving and critical decision making.
- **Planning and Evaluation Lieutenant** required skills in grant compliance and tracking, grant writing, statistical crime and accident analysis, crime forecasting, policy writing, and creative problem solving. Assisted management with budget preparation. Wrote departmental policies for incident response specifically in the area of All-Hazards Incident Command, and terrorist related activities such as suspicious packages, weapons of mass destruction, and bomb response.

*Police Sergeant*

**Detective Sergeant** Criminal Investigations Division, responsible for the supervision of a specialized team of drug investigators that tracked, detected and apprehended persons trafficking in illicit drugs. Extensive liaison work with prosecutors, probation/parole officers and other non-governmental individuals. Operated within a unit budget, formulated tactical raid plans and developed a Drug Unit Supervisors Operations Manual.

- **Auxiliary Services Supervisor** served as the Assistant Manager in the overseeing of a multi-million dollar building renovation coordinating contractors for a new dispatch center and the implementation of a new phone system. Position held accountable to a strict budget to include the tracking of equipment and resources. Accountable for the maintenance of computers, building and equipment by use of competitive bids and the development of Request for Proposals including design builds. Supervised both sworn officers and civilian positions.
- **First Line Supervisor** responsible for the supervision of patrol officers, overseeing Community Policing Initiatives, writing personnel evaluations and overseeing day-to-day general law enforcement activities. Assisted with the hiring of new officers through conducting pre-hire oral boards and extensive background investigations.

#### RELEVANT EXPERIENCE AND ACCOMPLISHMENTS

- POD Manager for a Mass Vaccination Clinic during a H1N1 public health event supervising multiple trades and personnel.
- Original member of the Capital Area Public Health Network and Regional Coordinating Committee (RCC).
- Co-authored statewide Smallpox response plan in 2004.
- Federal and New Hampshire State Instructor for the Incident Command System including IS-100 and IS-200 level classes.
- Assisted in the development of a Commodities Distribution Plan for the City of New York that was utilized during the Hurricane Sandy Response.
- Homeland Security Exercise and Evaluation Program (HSEEP) Evaluator.
- Instructor for CRASE – Civilian Response for Active Shooter Events and ALICE – Alert, Lockdown, Inform, Counter, Evacuate; used for active threat training in the workplace and schools.

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#### EDUCATION

**Franklin Pierce College**  
MBA in Leadership

**Franklin Pierce College**  
BS in Business Management

# SHAYLIN M. LIPMAN

## PROFESSIONAL EXPERIENCE

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

#### **Program Coordinator- January 2018-Present**

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

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

#### **Regional Hospital Coordinator- October 2016- January 2018**

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

### **Big Brothers Big Sisters of New Hampshire- Nashua, NH**

#### **Enrollment and Matching Supervisor- April 2015- October 2016**

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

### **Citizen Schools- Boston, MA**

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

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

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

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

**Riverside Community Care- Needham, MA**

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

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

**Riverside Community Care, Needham, MA**

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

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

**Family Service, Inc.- Lawrence, MA**

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

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

**American Red Cross- NH Gateway Chapter- Nashua, NH**

**AmeriCorps \*Vista Member- August 2008-August 2009**

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

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

**Intern- May 2006-August 2006**

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

**EDUCATION**

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Master of Science, Anna Maria College, 2014

Emergency Management, GPA: 4.0

Bachelor of Arts, Keene State College, 2008

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

**CERTIFICATIONS**

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



## CHELSEA ST. GEORGE

### EDUCATION

Southern New Hampshire University  
**Master of Science in Management, Emergency Management** In Progress  
Expected date of completion: February 2021

MCPHS University, Boston, MA  
**Master of Public Health** 2016  
Capstone: "Municipal Voluntary Organizations Active in Disaster (VOAD): Building Local  
Disaster Resiliency through Public-Private Partnerships"  
National Honor Society, Phi Kappa Phi

MCPHS University, Boston, MA  
**B.S. Pre-Medical and Health Studies** 2014  
Minors: Molecular Biology and Public Health

### RELATED EXPERIENCE

Foundation for Healthy Communities, Granite State Health Care Coalition  
**Healthcare Coalition Exercise and Training Officer** October 2019 - Present

- Support the development and implementation of regionalized exercise, training, and education strategies for statewide health care coalition for the purposes of emergency preparedness planning, response, and recovery.
- Provide technical assistance to health care coalition (HCC) members.
- Review training needs of HCC members and develop strategies to meet training and exercise needs.
- Assist HCC members in all aspects of exercise development and exercise implantation.
- Assist the HCC Director and HCC Program Coordinator in completing all grant deliverables on-time.
- Work with HCC Director and HCC Program Coordinator to manage all administrative tasks related to the project including internal and external financial and program reporting requirements.

City of Nashua, Division of Public Health and Community Services  
**Public Health Emergency Preparedness Coordinator** Aug 2016- Oct 2019

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

**Community Emergency Response Team Program Manager, Lead Instructor** Feb 2017- Oct 2020

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

## City of Nashua, Office of Emergency Management

**Emergency Management Coordinator**

Jan – Aug 2016

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

**Intern**

Aug - Dec 2015

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

**PRESENTATIONS**

*"Introducing the Resilient Nashua Toolkit: An Online Dashboard for Promoting Whole Community Preparedness and Resilience through Emergency Planning"*

Presented at the NACCHO Preparedness Summit in St. Louis, MO

2019

*"Ensuring Access After Emergencies Through Emergency Preparedness Education and Continuity of Operations Planning in Substance Use Disorder Medical Treatment Facilities in Nashua, NH"*

Poster to be presented at the American Public Health Association Annual Conference in San Diego, CA.

2018

*"A Regional Approach to Meeting the CMS Final Preparedness Rule Requirements: Nashua Regional Healthcare Preparedness Tabletop Exercise"*

Speaker at the National Association of County and City Health Officials (NACCHO) Preparedness Summit - Atlanta, GA

2018

*"Translating National and State Recovery Assets in Local Emergency Preparedness, Response, and Recovery Frameworks: Nashua Voluntary Organizations Active in Disaster"*

Poster presented at the National Association of County and City Health Officials (NACCHO) Preparedness Summit- Atlanta, GA

2018

*"Leveraging the CASPER Emergency Response Protocols to Identify Opportunities for Community-Based Preparedness Interventions that Enhance Disaster Resilience"*

Poster presented at the National Association of County and City Health Officials (NACCHO) Preparedness Summit- Atlanta, GA

2018

*"Municipal Voluntary Organizations Active in Disaster (VOAD): Building Local Disaster Resiliency through Public-Private Partnerships"*

Poster presented at the MCPHS University Graduate Poster Session – Boston, MA

2016

**MEMBERSHIPS**

International Association of Emergency Managers (IAEM) – Region 1

Phi Kappa Phi National Honor Society

**Foundation for Healthy Communities**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
J. Scott Nichols	Director, Granite State Health Care Coalition	\$79,568	100%	\$79,568
Shaylin Lipman	Program Coordinator, Granite State Health Care Coalition	\$63,654	100%	\$63,654
Chelsea St. George	Exercise and Training Officer, Granite State Health Care Coalition	\$60,000	100%	\$60,000



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

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June 3, 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 of Public Health Services, to exercise a renewal option and amend an existing contract with the Foundation for Healthy Communities (Vendor # 154533-B001), 125 Airport Road, Concord, NH 03301, to serve as the Administrative Lead Organization of a statewide Health Care Coalition of organizations from across the health care sector in order to prepare for, respond to and recover from emergencies by increasing the price limitation by \$1,330,000 from \$1,224,000 to \$2,554,000 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on September 13, 2017 (Item #13).

Funds are anticipated to be available in State Fiscal Year (SFY) 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets.

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

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90077700	\$612,000	(\$211,925)	\$400,075
2019	102-500731	Contracts for Program Services	90077700	\$612,000	\$137,257	\$749,257
2020	102-500731	Contracts for Program Services	90077700	\$0.00	\$689,668	\$689,668
2021	102-500731	Contracts for Program Services	90077700	\$0.00	\$615,000	\$615,000
			Subtotal:	\$1,224,000	\$1,230,000	\$2,454,000

**95-90-902510-5084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HPP  
 EBOLA PREPAREDNESS 100% Federal**

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	90077735	\$0.00	\$100,000	\$100,000
			Subtotal	\$0.00	\$100,000	\$100,000
			Total:	\$1,224,000	\$1,330,000	\$2,554,000

**EXPLANATION**

The purpose of this request is to continue supporting New Hampshire's statewide Health Care Coalition through the services of an Administrative Lead Organization in order to prepare for, mitigate, respond to and recover from emergencies that impact the health care sector.

Approximately 1.3 million individuals will be served from July 1, 2019 through June 30, 2021 through contracted services.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for two years remaining at this time.

The Administrative Lead Organization will continue to coordinate preparedness and response activities among health care organizations, which is the primary requirement for receiving federal funding from the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response. Such activities assist in the prevention or reduction in illnesses and deaths during emergencies. The Health Care Coalition conducts statewide assessments related to potential hazards that impact the health care sector and provides training and technical assistance to its members to address gaps. The Health Care Coalition also assists the State of New Hampshire with emergency planning and preparedness activities in order to mitigate the impact of emergencies on the citizens of New Hampshire.

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

- Hospitals and hospital-based health systems;
- Emergency medical services;
- Emergency management services;
- Public health; and
- Long-term care facilities, home health, primary care, and specialty practices.

The Administrative Lead Organization will continue to provide administrative management services that will support the Health Care Coalition. The selected Vendor will guide the Health Care Coalition in providing essential services by conducting activities that will promote capabilities including but not limited to:

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

The following performance measures/objectives are used to measure the effectiveness of the amendment agreement:

- Percentage of participation of core member organizations (acute care hospitals, EMS, emergency management, public health) in the Health Care Coalition: 100%
- On an annual basis, complete at least (2) redundant communication drills to test the effectiveness of systems and platforms used for information sharing (e.g., bed/resource tracking, amateur and commercial radios, satellite phones, Health Alert Network, etc.): Completed January 30, 2019 and May 15, 2019
- Conduct annual Coalition Surge Test to simulate evacuation and placement of 20% of New Hampshire's acute care bed capacity: Completed May 3, 2018
- Conduct a Hazard Vulnerability Assessment: Completed Spring 2018
- Develop a Health Care Coalition Preparedness Plan by June 30, 2018: Completed

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

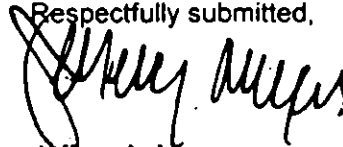
Area served: statewide.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

Source of Funds: 100% Federal Funds from the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response, Hospital Preparedness Program Cooperative Agreement.

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

Respectfully submitted,



Jeffrey A. Meyers

Commissioner



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Health Care Coalition for  
Emergency Preparedness, Response and Recovery

This 1<sup>st</sup> Amendment to the Health Care Coalition for Emergency Preparedness, Response and Recovery contract (hereinafter referred to as "Amendment #1") 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 September 13, 2017, (Item #13), as 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 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 to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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:  
\$2,554,000.
3. Form P-37, General Provisions, Block 1:9, Contracting Officer for State Agency, to read:  
Nathan 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 in its entirety and replace with Exhibit A, Amendment





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**#1, Scope of Services.**

6. Delete Exhibit B, Method and Conditions Precedent to Payment and replace in its entirety with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.
7. Delete Exhibit B-2, Budget Sheet in its entirety and replace with Exhibit B-2, Amendment #1, Budget Sheet.
8. Add Exhibit B-3, Amendment #1, Budget Sheet
9. Add Exhibit B-4, Amendment #1, Budget Sheet
10. Delete Exhibit K, DHHS Information Security Requirements and replace with Exhibit K, Amendment #1, DHHS Information Security Requirements.

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



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

6/6/19  
Date

*Lisa Morris*  
Lisa Morris:  
Director:

Foundation for Healthy Communities

6/3/19  
Date

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

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 3rd June 2019 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.

*Sally L. Short*  
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: Oct 3, 2023



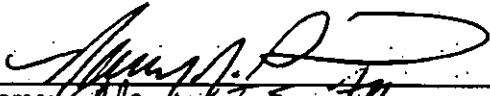
New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery



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

OFFICE OF THE ATTORNEY GENERAL

6/6/2019  
Date

  
Name: Nancy J. Smith  
Title: 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:



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

Exhibit A, Amendment #1

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Contractor shall guide the Health Care Coalition (HCC) in providing essential services by conducting activities that will promote the four (4) healthcare preparedness and response capabilities that include, but are not limited to:
  - 2.1.1. Foundation for Health Care and Medical Readiness – The Contractor shall maintain a sustainable HCC that ensures the community's health care organizations and other stakeholders are coordinated in order to:
    - 2.1.1.1. Identify hazards, risks, and needs.
    - 2.1.1.2. Prioritize and address gaps through planning, training, exercising and managing resources.
    - 2.1.1.3. Coordinate training and exercises, and procure resources as needed and approved by the Department, to increase and maintain healthcare system readiness for high-threat infectious diseases.
  - 2.1.2. Health Care and Medical Response Coordination – The Contractor shall assist with the coordination of health care organizations, the HCC and their jurisdictions, and the Emergency Support Function 8 (ESF-8) – Health & Medical, through a collaborative approach that promotes:
    - 2.1.2.1. Sharing and analyzing of information.



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

Exhibit A, Amendment #1

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- 2.1.2.2. Managing and sharing of resources.
- 2.1.2.3. Assisting the Department in implementing and training HCC membership in the use of a Healthcare Incident Management System.
- 2.1.2.4. Coordinating strategies to deliver medical care to all populations during emergencies and planned events.
- 2.1.3. Continuity of Health Care Service Delivery – The Contractor shall:
  - 2.1.3.1. Support health care organizations to provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure.
  - 2.1.3.2. Assist health care organizations with ensuring health care workers are well trained, well educated, and well equipped to care for patients during emergencies.
  - 2.1.3.3. Assist health care organizations with ensuring simultaneous response and recovery operations result in a return to normal or improved operations.
- 2.1.4. Medical Surge – The Contractor shall assist the HCC with delivering timely and efficient care to patients even when demands for health care services exceed available supply. The Contractor shall:
  - 2.1.4.1. Assist the HCC with coordination of information and available resources so members can maintain conventional surge response.
  - 2.1.4.2. Assist the HCC when an emergency overwhelms the HCC's collective resources.
  - 2.1.4.3. Assist the HCC to support the health care delivery system's transition to contingency and crisis surge response.
  - 2.1.4.4. Assist the HCC to support the health care delivery system with transitioning to timely conventional standards of care as soon as the emergency subsides.
- 2.2. The Contractor shall maintain core HCC membership that must include, at a minimum, hospitals, Emergency Medical Services (EMS), emergency management organizations and public health agencies. The Contractor shall:
  - 2.2.1. Work with the HCC leadership team to prioritize, identify and recruit additional members, such as outpatient care centers, specialty care centers, long-term care, as well as additional functional entities to support acute healthcare service delivery such as medical supply chain



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

Exhibit A, Amendment #1

- organizations, pharmacies, blood banks, clinical labs, federal health care organizations, outpatient care centers, and long term care organizations.
- 2.2.2. Identify a partner hospital or healthcare organization to lead or co-lead the HCC.
  - 2.2.3. Assess the need for and conduct as appropriate the following activities with the leadership team:
    - 2.2.3.1. Strategic planning.
    - 2.2.3.2. Gap analysis.
    - 2.2.3.3. Operational planning.
    - 2.2.3.4. Information sharing.
    - 2.2.3.5. Resource assessment.
  - 2.2.4. Collect contact information, which shall be:
    - 2.2.4.1. Reviewed and updated on a quarterly basis.
    - 2.2.4.2. Distributed to HCC members and partners as appropriate.
  - 2.2.5. Ensure each member of the HCC signs a letter of commitment and participation when recruited into the HCC.
  - 2.2.6. Ensure HCC leadership team members NIMS training based on evaluation of existing NIMS education levels and need.
  - 2.2.7. Recruit members of the HCC leadership team to attend the HCC Leadership Course offered by the Center for Domestic Preparedness (CDP) and submit application to CDP after review and approval by the Department.
- 2.3. The Contractor shall ensure specific activities to lead the HCC include, but are not limited to:
- 2.3.1. Maintaining a governance structure and necessary processes and charters to execute activities related to health care delivery system readiness and coordination by guiding the HCC members in maintaining a charter and determining the parameters of the organization, which shall include but not be limited to:
    - 2.3.1.1. Outlining how the HCC interfaces and coordinates with the ESF 8.
    - 2.3.1.2. Developing membership, leadership and voting structures.
    - 2.3.1.3. Establishing rules and committees.



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

Exhibit A, Amendment #1

- 2.3.1.4. Determining orders of succession and delegations of authority.
- 2.3.2. Conducting an annual update to the HCC preparedness plan that meets the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (ASPR) requirements no later than June 30<sup>th</sup> of each year. The update due June 30<sup>th</sup>, 2020 must include information relative to supporting and promoting regional personal protective equipment procurement that meets ASPR requirements.
- 2.3.3. Conducting an annual update to the HCC response plan that meets ASPR requirements and uploading it to the Coalition Assessment Tool (CAT) by June 30<sup>th</sup> of each year.
- 2.3.4. Developing an annex to the HCC response plan addressing pediatric surge and uploading the annex to the CAT by April 1, 2020.
- 2.3.5. Developing annexes to the HCC response plan addressing burn and infectious disease surge and uploading the annexes to the Coalition Assessment Tool by April 1, 2021.
- 2.3.6. Participating in the Department's risk planning efforts.
- 2.3.7. Completing an annual hazard vulnerability analysis (HVA) that meets ASPR requirements to identify risks and impacts and upload in the CAT by June 30<sup>th</sup> of each year.
- 2.3.8. Ensuring that HCC-funded projects are tied to a hazard or risk identified in the HVA, and identified gap, or an activity identified during a corrective action process.
- 2.3.9. Completing a resource assessment to identify health care resources and services that could be coordinated and shared in an emergency that meets ASPR requirements.
- 2.3.10. Ensuring the capability exists for tracking information to share with HCC members.
- 2.3.11. Obtaining de-identified data from the US Department of Health and Human Services' emPOWER every six (6) months in order to identify populations with unique health care needs.
- 2.3.12. Promoting NIMS implementation among HCC members, including training and exercises, to facilitate operational coordination with public safety and emergency management organizations during an emergency using an incident command structure and assisting HCC members with incorporating NIMS components into their emergency



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

Exhibit A, Amendment #1

operations plans.

- 2.3.13. Participate in training and Exercise Planning Workshop (TEPW) on an annual basis that will result in an HSEEP-compliant Multi-Year Training and Exercise Plan (MYTEP). The training and exercise plan must include trainings related to protecting responders, employees, and their families from hazards during response and recovery operations, including trainings specific to personal protective equipment.
- 2.3.14. Scheduling, planning, and holding a statewide HCC conference at least one time during the contract period.
- 2.3.15. Ensuring that HCC members are included in evacuation, transportation and relocation planning and execution during exercises and real incidents in order to meet the ASPR Coalition Surge Test requirements.
- 2.3.16. Conducting other drills and exercises, which include but are not limited to:
  - 2.3.16.1. A tabletop/discussion-based exercise to validate the Pediatric Care Surge Annex.
  - 2.3.16.2. A tabletop/discussion-based exercise to validate the Burn Care Surge Annex.
  - 2.3.16.3. A tabletop/discussion-based exercise to validate the Infectious Disease Surge Annex.
  - 2.3.16.4. Smaller scale drills that may include but are not limited to:
    - 2.3.16.4.1. Periodic bed capacity drills using the Healthcare Incident Management System (HIMS).
    - 2.3.16.4.2. Communications drills using HAM radios.
    - 2.3.16.4.3. Exercises designed to meet member Centers for Medicare and Medicaid Services (CMS) obligations.
- 2.3.17. Complete ASPR's essential elements of information template and upload into the CAT by September 30<sup>th</sup> of each year. The Contractor shall:
  - 2.3.17.1. Leverage existing planning to broaden the scope of information to be inclusive of all HCC members.
  - 2.3.17.2. Ensure alignment with ASPR guidance and Health Insurance Portability and Accountability Act of 1996 (HIPAA).





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- regulations.
- 2.3.17.3. Incorporate planning for emergency public information coordination into the HCC work plan.
  - 2.3.17.4. Participate in current and future federal health care situational awareness initiatives
  - 2.3.18. Engaging or activating the HCC when an emergency has the potential to impact the health care delivery system or the public's health by working with the HCC to determine how the HCC will interact with ESF 8 and other response partners.
  - 2.3.19. Planning and responding to address emergency department and inpatient surges in order to ensure immediate bed availability (IBA) of twenty (20) percent throughout the project period.
  - 2.3.20. Developing tools and offering technical assistance to members in order to improve emergency preparedness and meet federal preparedness requirements.
  - 2.3.21. Developing annual action plans with committees including background research on model practices in order to assist with the identification of strategic approaches in order to meet the ASPR capabilities. The Contractor shall ensure committees address topics based on need, such as:
    - 2.3.21.1. Preparedness Planning.
    - 2.3.21.2. Functional Needs.
    - 2.3.21.3. Exercise Development and Planning Team(s).
    - 2.3.21.4. Resource Assessment.
    - 2.3.21.5. Response Structure.
    - 2.3.21.6. Information Sharing.
    - 2.3.21.7. Public Information.
    - 2.3.21.8. Clinical Engagement.
    - 2.3.21.9. CMS Rule Activities.
  - 2.3.22. Publishing an Annual Report that captures HCC activities and outcomes that include, but are not limited to:
    - 2.3.22.1. HCC membership overview.
    - 2.3.22.2. HCC leadership team focus areas.



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**Exhibit A: Amendment #1**

- 2.3.22.3. Planned or real events that impacted HCC membership.
- 2.3.22.4. Documentation of ASPR performance measures.
- 2.3.22.5. Overview of ASPR capabilities and HCC involvement in accomplishing goals.
- 2.3.22.6. Review of past or future trainings, exercises and drills.
- 2.3.22.7. Other topics, as requested or required.
- 2.3.23. Preparing reports and gathering data, as required.
- 2.3.24. Preparing and distributing the HCC newsletter every six (6) months.
- 2.3.25. Conducting education and training programs based on the needs assessment of HCC members. The Contractor shall:
  - 2.3.25.1. Conduct an assessment that is designed to capture key indicators of HCC and HCC member response readiness.
  - 2.3.25.2. Ensure the survey identifies current preparedness and member training as well as technical assistance needs.
  - 2.3.25.3. Ensure the needs assessment uses an approach that maximizes input while minimizing time demands.
- 2.3.26. Ensuring individuals who participate in educational and training programs are able to attain continuing education credits, when appropriate.
- 2.3.27. Educating key decision-makers and other stakeholder groups on the HCC.

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

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

Table 3.1.1

Milestone	Task	Anticipated Completion Date
1. Maintain the HCC	Maintain & Engage Core Membership	Ongoing
	Maintain Governance,	Ongoing



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	including a Leadership Team	
	Recruit additional membership	Ongoing
	Convene members, coordinate and facilitate meetings	Ongoing
	Follow ASPR Guidelines throughout	Ongoing
2. HCC Plans	Update HCC Preparedness Plan	By June 30 <sup>th</sup> each year
	Update HCC Response Plan	By June 30 <sup>th</sup> each year
	Develop Draft HCC Response Plan Annex for Pediatric Surge	April 1, 2020
	Submit Final HCC Response Plan Annex for Pediatric Surge	June 30, 2020
3. Hazard Vulnerability Assessment (HVA)	Annual HVA completed	By June 30 <sup>th</sup> each year
4. Health Care Resource Assessment	Conduct Resource Inventory assessment and implement tracking system	By June 30, 2020
5. emPower Data	Obtain data from emPower	Ongoing
	Obtain data every 6 months	Ongoing
	Integrate into plans	Ongoing
6. Exercises	Participate in Training & Exercise Planning Workshop (TEPW) on an annual basis.	By June 30 <sup>th</sup> each year



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	that will result in an HSEEP-compliant Multi-Year Training & Exercise Plan (MYTEP)	
	Conduct an ASPR Coalition Surge Test Annually Including Leading a Planning Team, Developing HSEEP-Compliant Materials, Facilitating and Evaluating the Exercise, and Developing an AAR/IP	By June 30 <sup>th</sup> each year
	Conduct a tabletop/discussion-based exercise to validate the Pediatric Care Surge Annex	06/30/2020
	Conduct a tabletop/discussion-based exercise to validate the Burn Care Surge Annex	06/30/2021
	Conduct a tabletop/discussion-based exercise to validate the Infectious Disease Care Surge Annex	06/30/2021
7. Other ASPR Exercises	Communications	Quarterly
	Exercises TBD	Annually
	Bed Tracking	Quarterly
8. Information Sharing	Information Sharing	Ongoing
9. Response	Engage and activate the HCC	As needed
10. Immediate Bed Availability (IBA)	Achieve 20% IBA	By June 30 <sup>th</sup> each year



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11. Technical Assistance/Tools	Offer technical assistance to members	Ongoing
	Technical assistance shall be provided by the Contractor, HCC members with specific expertise, or partners	Ongoing
	Research and develop tools	Ongoing
	Tools shall be available from multiple sources and shared with HCC members	Ongoing
12. Annual Action Plans	Develop Action Plans	Ongoing
	Research	Ongoing
	Identify strategic approaches to ASPR Capabilities	Ongoing
13. Reports/Data	Write and distribute reports/collect data	Ongoing
	Submit Annual Workplan to CAT	Within thirty (30) days after contract effective date and by January 31 <sup>st</sup> of each year after
	Prepare Annual Report	By June 30 <sup>th</sup> each year
	Complete the ASPR Surge Estimator Tool	By January 1, 2020
	Assist Department in ASPR Reporting	Ongoing



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	Collect data from HCC members	Ongoing
14. HCC Newsletter	Write Newsletter on HCC	Ongoing
	Gather stories	Ongoing
	Publish HCC Newsletter every six months	Ongoing
15. Training and Education	Coordinate training	Ongoing
	Conduct a training and education needs assessment	By June 30 <sup>th</sup> each year
	Schedule, plan, and hold an HCC conference	At least one time during contract period
	Evaluate potential emerging health threats	Ongoing
	Arrange for CEUs, as appropriate	Ongoing

3.2. The Contractor shall submit a final work plan with updated Anticipated Completion Dates to the Department for approval no later than ten (10) days after the contract effective date. Upload the work plan to the Coalition Assessment Tool (CAT) within thirty (30) days after the contract effective date.

3.3. The Contractor shall submit a draft workplan for the second year of this contract to the Department by January 31, 2020 for inclusion in the federal application for funding.

**4. Financial Management Services**

4.1. The Contractor shall perform financial management services as the Administrative Lead Organization (ALO) for the HCC.

4.2. The Contractor shall develop annual budgets for approval by the Department.

4.3. The Contractor shall upload a copy of the HCC budget into the Coalition Assessment Tool (CAT) within thirty (30) days of the contract effective date, or by July 31, 2019, whichever is later.

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- 4.4. The Contractor shall execute sub-contracts with vendors to procure goods and services.
- 4.5. The Contractor shall assist the Department with the necessary data or documentation of coalition activities in order to prepare applications for federal funds.
- 4.6. The Contractor shall document in-kind support to the HCC and cost sharing for activities using more than one source of funds that meet ASPR requirements.
- 4.7. The Contractor shall ensure Hospital Preparedness Program funding is utilized for reasonable program purposes related to activities during the contract period. Reasonable program expenses include personnel, travel, supplies, and services, except that funds cannot be used for:
  - 4.7.1. Clinical care.
  - 4.7.2. Purchasing furniture or equipment.
  - 4.7.3. Purchasing clothing for promotional purposes, such as those items with HCC names/logos
  - 4.7.4. Supporting standalone, single-facility exercises or to assist individual healthcare facilities with meeting CMS conditions of participation.
  - 4.7.5. Participating in training courses, exercises, and planning resources when similar offerings are available at no cost.
  - 4.7.6. Advocating or promoting gun control, to fund research or lobbying or fund raising activities.
  - 4.7.7. Carrying out any program of distributing sterile needles or syringes for hypodermic injections of any illegal drug.
  - 4.7.8. Purchasing of furniture.
  - 4.7.9. Salaries that exceed the rate of \$181,500 USD per year.
  - 4.7.10. Construction and major alteration and renovation activities.
- 4.8. The Contractor shall utilize Ebola Preparedness funding for reasonable program purposes no later than May 17, 2020. Reasonable program expenses include personnel, travel, supplies, and services, except where noted below in funding restrictions. Allowable expenses include, but are not limited to:
  - 4.8.1. Staff training that specifically focuses on health care worker safety when caring for an Ebola patient including but not limited to:
    - 4.8.1.1. PPE donning/doffing.
    - 4.8.1.2. Rapid identification and isolation of a patient.



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- 4.8.1.3. Safe treatment protocols.
  - 4.8.1.4. Integration of behavioral health support.
  - 4.8.1.5. Early recognition, isolation, and activation of the Ebola plan.
  - 4.8.2. Conducting exercises that include, but are not limited to:
    - 4.8.2.1. After action reviews and corrective action plans.
    - 4.8.2.2. First encounter drills for Ebola and other infectious diseases.
    - 4.8.2.3. Patient transport exercises.
    - 4.8.2.4. Patient care simulations.
  - 4.8.3. Purchasing PPE in accordance with CDC guidelines, and sharing, in real time, situational awareness regarding PPE models and/or types and supply levels with health care coalitions (HCCs).
  - 4.8.4. Receiving and participating in training, peer review, and an assessment of readiness from the National Training and Education Center to ensure adequate preparedness and trained clinical staff are knowledgeable in treating patients with Ebola.
  - 4.8.5. Reconfiguring patient flow in emergency departments to provide isolation capacity for patients under investigation for Ebola or other potentially infectious patients.
  - 4.8.6. Retrofitting inpatient care areas for enhanced infection control, including but not limited to donning/doffing rooms, as appropriate.
  - 4.8.7. Ensuring capability to handle Ebola-contaminated or other highly contaminated infectious waste.
  - 4.8.8. Adjusting Electronic Health Records (EHRs) to ensure prompt staff screening for patients' travel histories and newly emerging diseases.
  - 4.8.9. Expenses related to participating in Ebola and high-threat infectious disease-related meetings
  - 4.8.10. Other activities that are necessary in order to participate in this program.
- 4.9. Funds shall not be used for:
- 4.9.1. Clinical care.
  - 4.9.2. Advocating or promoting gun control, to fund research, lobbying, or fund raising activities, or to purchase vehicles.





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- 4.9.3. Carrying out any program of distributing sterile needles or syringes for hypodermic injections of any illegal drug.
- 4.9.4. Purchase of furniture.
- 4.9.5. Salaries that exceed the rate of \$181,500 USD per year.
- 4.9.6. Construction and major alteration and renovation activities.

**5. Administrative Management Services**

- 5.1. The Contractor shall perform administrative management services as the ALO for the HCC.
- 5.2. The Contractor shall conduct administrative services that include, but are not limited to:
  - 5.2.1. Providing strategic direction and leadership to develop a meeting schedule and work plan for the HCC leadership team and committees.
  - 5.2.2. Preparing and distributing meeting notices, agendas, minutes and special correspondence for the HCC leadership team and committees.
  - 5.2.3. Attending regular meetings, as requested, with Department staff to review progress toward meeting contract deliverables.
  - 5.2.4. Coordinating logistics for all meetings of the HCC leadership team, committees, training, and educational programs and conferences, which includes, but is not limited to:
    - 5.2.4.1. All planning.
    - 5.2.4.2. Securing facilities.
    - 5.2.4.3. Identifying and securing speakers and exhibitors.
    - 5.2.4.4. Developing, receiving and processing registrations.
    - 5.2.4.5. Managing registrant check in.
    - 5.2.4.6. Creating and providing agendas.
    - 5.2.4.7. Recording minutes.
    - 5.2.4.8. Marketing of events
    - 5.2.4.9. Onsite organization of event(s).
    - 5.2.4.10. Developing distributing, collecting, analyzing and reporting on event evaluation forms.
  - 5.2.5. Preparing materials to assist the Department in completing all reports required by ASPR including information about in-kind and leveraged.



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funds;

- 5.2.6. Collecting, analyzing and reporting data to assist the Department to report on the annual HCC performance measures as outlined in Exhibit A, Section 8, Performance Measures.
- 5.2.7. Writing and providing assistance to HCC members to secure grants and other resources for the HCC.

**6. Staffing**

- 6.1. The Contractor shall ensure staff attend pertinent technical assistance sessions, progress reviews and conference calls with the Department, as appropriate.
- 6.2. The Contractor shall maintain an HCC Director and a level of staffing necessary to perform all the functions, requirements, roles, and duties specified in Exhibit A, Scope of Services.
- 6.3. The Contractor shall maintain employee documentation that ensures each employee has the appropriate:
  - 6.3.1. Training.
  - 6.3.2. Education.
  - 6.3.3. Experience.
  - 6.3.4. Job orientation to fulfill the requirements of the positions in which they are hired.
- 6.4. The HCC shall maintain a minimum of one (1) full-time equivalent, which may be combined and may include in-kind support of dedicated time to support the following two (2) staffing requirements:
  - 6.4.1. A Clinical Advisor who is a clinically-active physician, advanced practice provider, or registered nurse who will:
    - 6.4.1.1. Provide clinical leadership to the coalition.
    - 6.4.1.2. Be the liaison between the coalition and medical leadership at healthcare facilities.
    - 6.4.1.3. Review and provide input on coalition plans, exercises, and educational activities ensuring compliance with ASPR requirements for this position.
    - 6.4.1.4. Have knowledge of medical surge issues and basic familiarity with CBRNE, trauma, burn, and pediatric emergency response principles is required of this individual.



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- 6.4.2. An HCC Readiness and Response Coordinator to:
  - 6.4.2.1. Facilitate the planning, training, exercising, operational readiness, financial sustainability, evaluation and ongoing development of the HCC.
  - 6.4.2.2. Lead, participate in, or support the response activities of the coalition according to their plans.
  - 6.4.2.3. Identify and engage community leaders including, but not limited to, businesses, charitable organizations, and the media, in health care preparedness planning and exercises to promote the resilience of the entire community. This role may be filled by the HCC Director or another position as designated by the HCC.

7. Reporting

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

8. Performance Measures & Deliverables

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

Table 8.1.1 Federal Health Care Coalition Performance Measures

Performance Measure (PM) Number	Performance Measure Text
1	Percent of funding each HCC receives from the awardee, other federal sources, and other non-federal sources
J.2	Incorporate use of volunteers to support acute care medical surge response into training, drills, and exercises.



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4	Percent participation rate of HCC core (acute care Hospitals, EMS, Emergency Management, Public Health) and additional member organizations by member type
5	Percent of HCCs that have a complete and approved Response Plan Annex addressing the required annual specialty surge requirement.
6	Percent of HCCs that have a complete and approved Response Plan. (year 2)
7	Percent of HCCs that <u>obtain de-identified data from emPOWER</u> at least once per every six months to identify populations with access and functional needs for planning purposes.
9	Percent of HCCs engaged in their awardee's jurisdictional risk assessment.
10	Percent of HCCs where areas for improvement have been identified from exercises or real-world events and the HCC's preparedness and response plans have been revised to reflect improvements.
12	Percent of HCCs that have exercised their redundant communications plans and systems and platforms at least biannually.
13	Percent of HCC member organizations that responded during a communications drill by system and platform type used.
14	Percent of HCC member organizations participating in the table top portion of the Coalition Surge Test exercise.
15	Percent of HCC member organizations and their executives participating in a post Coalition Surge Test exercise lessons-learned event (facilitated discussion, hotwash).
16	Percent of patients discharged from evacuating facilities to home or evacuated to another health care facility with a bed identified at a receiving facility in 90 minutes.
17	Time [in minutes] for evacuating facilities in the HCC to report the total number of evacuating patients.
18	Percent of patients needing to be evacuated to another health care facility with a bed identified at a receiving facility in 90 minutes.
19	Time [in minutes] for receiving facilities in the HCC to report the total number of beds available to receive patients.



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20	Percent of patients with clinically appropriate transportation needs identified in 90 minutes.
21	Time [in minutes] for the HCCs to identify a clinically appropriate and available transportation asset for each evacuating patient.
22	Percent of hospital with an Emergency Department recognized through a statewide, territorial, or regional standardized system that are able to stabilize and/or manage pediatric medical emergencies.

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Health Care Coalition for Emergency Preparedness, Response and Recovery

## **Exhibit B, Amendment #1**

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

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from the US Health and Human Services Assistant Secretary for Preparedness and Response:
  - 2.1. EP-U3R-19-001 Hospital Preparedness Program Cooperative Agreement, Catalog of Federal Domestic Assistance, CFDA #93.889, Federal Award Identification Number (FAIN), U90TP000535 (96%)
  - 2.2. Hospital Preparedness Program Ebola Preparedness and Response Activities Cooperative Agreement, CFDA #93.817, FAIN 3REP150490 (4%).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual costs incurred in accordance with the approved budget line items in Exhibit B-1 through Exhibit B-4, Amendment #1, Budget Sheet.
  - 4.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The invoice must be on the Contractor's letterhead, be completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov), or invoices may be mailed to:

Financial Administrator  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301

7. Payments may be withheld pending receipt of required reports or documentation as identified

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### **Exhibit B, Amendment #1**

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in Exhibit A, Scope of Services and in this Exhibit B.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
  
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.





Table 2-1, Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services												
Budget Period: July 1, 2018-June 30, 2019												
STATE FISCAL YEAR 2019												
Output Request for: Statewide Health Care Facilities												
Budget Period: July 1, 2018-June 30, 2019												
Activity	Total Program Cost (Federal/State/Local/Other)				Total Program Cost (Federal/State/Local/Other)				Total Program Cost (Federal/State/Local/Other)			
	Federal	State	Local	Other	Federal	State	Local	Other	Federal	State	Local	Other
C. Total Program Cost	201,726.00				201,726.00				201,726.00			
D. Personnel	11,000.00				11,000.00				11,000.00			
E. Materials												
F. Equipment												
G. Travel												
H. Other												
I. Personnel												
J. Materials												
K. Equipment												
L. Travel												
M. Other												
N. Personnel												
O. Materials												
P. Equipment												
Q. Travel												
R. Other												
S. Personnel												
T. Materials												
U. Equipment												
V. Travel												
W. Other												
X. Personnel												
Y. Materials												
Z. Equipment												
AA. Travel												
AB. Other												
AC. Personnel												
AD. Materials												
AE. Equipment												
AF. Travel												
AG. Other												
AH. Personnel												
AI. Materials												
AJ. Equipment												
AK. Travel												
AL. Other												
AM. Personnel												
AN. Materials												
AO. Equipment												
AP. Travel												
AQ. Other												
AR. Personnel												
AS. Materials												
AT. Equipment												
AU. Travel												
AV. Other												
AW. Personnel												
AX. Materials												
AY. Equipment												
AZ. Travel												
BA. Other												
BB. Personnel												
BC. Materials												
BD. Equipment												
BE. Travel												
BF. Other												
BF. TOTAL	201,726.00				201,726.00				201,726.00			

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Exhibit K, Amendment #1

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K, Amendment #1

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K, Amendment #1

DHHS Information Security Requirements



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

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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.

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New Hampshire Department of Health and Human Services

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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

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

**Exhibit K, Amendment #1**

**DHHS Information Security Requirements**



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 Department's 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



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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.).

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



- 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.

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*PS*

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Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



August 8, 2017

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

**REQUESTED ACTION**

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

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

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

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

**EXPLANATION**

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

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

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

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

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

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

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

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

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

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

Area served: statewide.

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

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

Respectfully submitted,



Lisa Morris  
Director



Approved by: Jeffrey A. Meyers  
Commissioner



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

Health Care Coalition for Emergency  
Preparedness, Response and Recovery

RFP-2018-DPHS-09-HEALT

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Foundation for Healthy Communities

Maximum Points	Actual Points
600	520

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

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

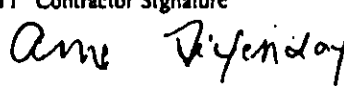
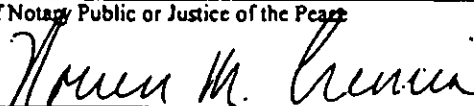

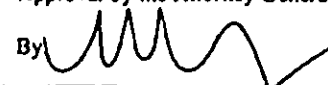
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

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



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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

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

**2. Scope of Services**

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



Exhibit A

face of damaged or disabled health care infrastructure.

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



Exhibit A

basis by e-mail.

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



Exhibit A

- compliant Multi - Year Training and Exercise Plan (MYTEP).
- 2.3.10.2. Smaller scale drills that may include but are not limited to:
    - 2.3.10.2.1. Periodic bed capacity drills using the Healthcare Incident Management System (HIMS).
    - 2.3.10.2.2. Communications drills using primary and redundant communication systems and platforms capable of sending essential elements of information (EEI) to maintain situational awareness.
  - 2.3.10.3. Exercises designed that meet HCC member organizations' obligations under the Medicare and Medicaid Programs; Emergency Preparedness Requirements for Medicare and Medicaid Participating Providers and Suppliers' Final Rule (61 FR 63860, Sept. 16, 2016).
  - 2.3.11. Developing a plan no later than December 31, 2017, to effectively coordinate information during emergencies and planned events. The Contractor shall:
    - 2.3.11.1. Leverage existing planning to broaden the scope of information to be inclusive of all HCC members.
    - 2.3.11.2. Ensure alignment with ASPR guidance and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations.
    - 2.3.11.3. Incorporate planning for Emergency Public Information coordination into the NH Health Care Coalition Preparedness and Response plans.
  - 2.3.12. Supporting the HCC when an emergency has the potential to impact the health care delivery system or the public's health by working with the HCC to determine how the HCC will interact with ESF 8 and regional public health Multi-Agency Coordinating Entities (MACEs)
  - 2.3.13. Providing technical assistance and training to hospitals to address emergency department and inpatient surges in order to achieve inpatient bed availability (IBA) of twenty (20) percent throughout the project period.
  - 2.3.14. Developing tools and offering technical assistance to members in order to improve emergency preparedness and meet federal preparedness requirements.
  - 2.3.15. Developing annual action plans with committees including background research on model practices in order to assist with the identification of strategic approaches in order to meet the ASPR capabilities.



Exhibit A

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





Exhibit A

3. Workplan – Milestones, Tasks and Anticipated Complete Dates

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

Table 3.1.1

Milestone	Task	Anticipated Completion Date
1. Establish the HCC	HCC Development	Ongoing
	Recruit & Engage Core Membership	9/30/17
	Establish Governance, including a Leadership Team	10/31/2017
	Recruit additional membership	Ongoing
	Convene members, coordinate and facilitate meetings	Ongoing
	Follow ASPR Guidelines throughout	Ongoing
2. HCC Preparedness Plan	HCC Preparedness Plan completed	08/30/2018
	Background research	12/31/2017
	Plan and facilitate workshop	5/31/2018
	Write plan	6/15/2018
3. HCC Response Plan	HCC Response Plan completed	6/30/2019
	Background research	12/31/2018
	Plan and facilitate workshop	5/31/2019
	Write plan	6/15/2019



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



Exhibit A

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



Exhibit A

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



Exhibit A

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

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



Exhibit A

**4. Financial Management Services**

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

**5. Administrative Management Services**

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



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

**6. Staffing**

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



Exhibit A

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

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





Exhibit A

**7. Reporting**

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

**8. Performance Measures**

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

Table 8.1.1 Federal Health Care Coalition SFY 2018 Performance Measures

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



Exhibit A

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



## Exhibit B

### Method and Conditions Precedent to Payment

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

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

Exhibit B-1, Budget

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

Division/Program Name: Foundation for Healthy Communities

Budget Request for: Health Care Coalition for Emergency Preparedness, Response and Recovery (RTP-2015-OPHS-01-HEALT)

Budget Period: State Fiscal Year 2018

Line Item	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
1. Total Salary/Wages	110,503.00	-	110,503.00	-	-	-	-	-	-	-	-	-	-	-	110,503.00
2. Employee Benefits	50,117.00	-	50,117.00	-	-	-	-	-	-	-	-	-	-	-	110,503.00
3. Commodities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,117.00
4. Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel and Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone/Computer	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
5. Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operational	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office	710.00	-	710.00	-	-	-	-	-	-	-	-	-	-	-	710.00
6. Travel	710.00	-	710.00	-	-	-	-	-	-	-	-	-	-	-	710.00
7. Computer	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
8. Current Contract	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Telephone	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Postage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Receptions	50.00	-	50.00	-	-	-	-	-	-	-	-	-	-	-	50.00
Auto and Local	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Event Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9. Salary	200,000.00	-	200,000.00	-	-	-	-	-	-	-	-	-	-	-	200,000.00
10. Marketing/Communications	25,000.00	-	25,000.00	-	-	-	-	-	-	-	-	-	-	-	25,000.00
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12. Policy/Management	100,000.00	-	100,000.00	-	-	-	-	-	-	-	-	-	-	-	100,000.00
13. Other (Specify Details mandatory)	4,000.00	-	4,000.00	-	-	-	-	-	-	-	-	-	-	-	4,000.00
- Accounting and Financial Management support	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>612,850.00</b>	<b>0</b>	<b>612,850.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>612,850.00</b>

Indirect As A Percent of Direct: 0%

Contractor Initial: ASJ  
Date: 8/7/2017

Exhibit B-2, Budget

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

Division/Program Name: Foundation for Healthy Communities

Budget Request for: Health Care Coalition for Emergency Preparedness, Response and Recovery (RFP-2015-0713-03-HEAL 1)

Budget Period: State Fiscal Year 2015

Category	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
1. Total Appropriations	147,804.00	-	147,804.00	-	-	-	-	-	-	-	-	147,804.00
2. Position Salaries	63,219.99	-	63,219.99	-	-	-	-	-	-	-	-	63,219.99
3. Consultants	-	-	-	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-	-	-	-
Furniture	-	-	-	-	-	-	-	-	-	-	-	-
Buildings and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	1,000.00
5. Supplies:	-	-	-	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-	-	-
Other	750.00	-	750.00	-	-	-	-	-	-	-	-	750.00
6. Travel	7,000.00	-	7,000.00	-	-	-	-	-	-	-	-	7,000.00
7. Occupancy	6,000.00	-	6,000.00	-	-	-	-	-	-	-	-	6,000.00
8. Current Expenses	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	1,500.00	-	1,500.00	-	-	-	-	-	-	-	-	1,500.00
Postage	50.00	-	50.00	-	-	-	-	-	-	-	-	50.00
Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-
Fuel and Lodging	6,000.00	-	6,000.00	-	-	-	-	-	-	-	-	6,000.00
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-	-	-	-
9. Salaries	700,000.00	-	700,000.00	-	-	-	-	-	-	-	-	700,000.00
10. Marketing/Communications	11,883.00	-	11,883.00	-	-	-	-	-	-	-	-	11,883.00
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	-	-	-
12. Subcontracted/Agencies	180,000.00	-	180,000.00	-	-	-	-	-	-	-	-	180,000.00
13. Other (specify details mandatory)	4,000.00	-	4,000.00	-	-	-	-	-	-	-	-	4,000.00
Accounting and Financial Management support	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	611,884.00	-	611,884.00	-	-	-	-	-	-	-	-	611,884.00

Submit As A Person or Direct

LPs

030  
Contractor Initial:             
Date: 8/7/2017



SPECIAL PROVISIONS

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

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



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

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

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



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

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





more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to



Exhibit C-1

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

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



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

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

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

Contractor Name:  
Foundation for Healthy Communities

August 7, 2017  
Date

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



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

*Foundation for Healthy Communities*

August 7, 2017  
Date

Anne S. Diefendorf

Name: *Anne Diefendorf*

Title: *Acting 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 (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Foundation for Healthy Communities

August 7, 2017  
Date

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



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

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

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

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

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

Exhibit G

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

Contractor Initials ASD

Date 5/7/13

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

August 7, 2017  
Date

Anne Diefendorf  
Name: Anne Diefendorf  
Title: Acting Executive Director

Exhibit G

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

Contractor Initials ASD

Date 8/7/2017



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

August 7, 2017  
Date

Anne Diefendorf  
Name: Anne Diefendorf  
Title: Acting Executive Director



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

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

ASJ

7/7/2017





Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

ASD

8/7/2017



Exhibit I

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

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

Department of Health and Human Services

The State

*Lisa Morris*  
Signature of Authorized Representative

LISA MORRIS  
Name of Authorized Representative

DIRECTOR, DPHS  
Title of Authorized Representative

8/21/17  
Date

Foundation for Healthy Communities

Name of the Contractor

*Anne S. Diefendorf*  
Signature of Authorized Representative

Anne Diefendorf  
Name of Authorized Representative

Acting Executive Director  
Title of Authorized Representative

August 7, 2017  
Date



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

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

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

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

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

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

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

Contractor Name: Foundation for Healthy Communities

August 7, 2017  
Date

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



FORM A

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

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

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

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

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

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

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

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

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

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

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



**DHHS INFORMATION SECURITY REQUIREMENTS**

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

New Hampshire Department of Health and Human Services  
Exhibit K



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

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