



23

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

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
 603-271-4501 1-800-852-3345 Ext. 4501
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August 1, 2023

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 amend an existing contract with Alosa Health, Inc. (VC#309113), Boston, MA, to continue to provide evidence-based opioid prescribing education, training and technical assistance to healthcare organizations, by exercising a contract renewal option by increasing the price limitation by \$454,561 from \$165,141 to \$619,702 and extending the completion date from August 31, 2023 to August 31, 2026 effective September 1, 2023, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on February 8, 2023, item #35.

Funds are available in the following account for State Fiscal Years 2024 and 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH AND NUTRITION, OPIOID SURVEILLANCE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	90050407	\$137,618	\$0	\$137,618
2024	102-500731	Contracts for Prog Svc	90050407	\$27,523	\$110,215	\$137,738
2025	102-500731	Contracts for Prog Svc	90050407	\$0	\$165,286	\$165,286
2026	102-500731	Contracts for Prog Svc	90050407	\$0	\$165,286	\$165,286
2027	102-500731	Contracts for Prog Svc	90050407	\$0	\$13,774	\$13,774
			Total	\$165,141	\$454,561	\$619,702

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

EXPLANATION

The purpose of this request is to continue to provide evidence-based education, training, and technical assistance to healthcare organizations regarding policies and strategies to minimize the risks associated with prescription drugs related harm.

Approximately 300 individuals in at least 100 practice settings across New Hampshire, who assist individuals impacted by substance use disorders will be provided training at community and healthcare agencies during State Fiscal Years 2024, 2025, and 2026. Healthcare organizations include, recovery centers, non-profit and for-profit healthcare providers, health support systems, insurance companies, and community health organizations.

The Contractor provides information regarding alternative treatments for pain management to decrease non-prescribed pain management via opioid use. The Contractor informs and educates healthcare organizations on opioid prescribing guidelines, non-opioid medication or non-pharmacologic treatment on pain management strategies by providing scientific evidence of impact and best practice components.

The Department will monitor services by verifying:

- 80% of the trainings result in follow up technical assistance, specific to the use of opioid prescribing guidelines and non-opioid medications or non-pharmacologic treatment for pain management.
- 80% of technical assistance sessions result in evaluation results that reflect an intended change in practice to integrate harm reduction strategies into client services.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for three (3) of the three (3) years available.

Should the Governor and Council not authorize this request, the State will have less coordinated and comprehensive public health and substance use-related services that can reduce prescription drug related abusive behaviors such as overdoses.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.136, FAIN #NU17CE924984.

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. Weaver
Interim Commissioner

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

This Amendment to the Opioid Education for Healthcare Organizations contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Alosa Health, Inc. ("the Contractor"):

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 8, 2023 (Item #35), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provision, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
August 31, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$619,702
3. Modify Exhibit B, Scope of Services Paragraph 1.28.1 through Paragraph 1.28.5 to read:
 - 1.28.1. A Project Director.
 - 1.28.2. A Project Coordinator and Evaluator.
 - 1.28.3. An Evaluation Expert.
 - 1.28.4. A Project Support Person.
 - 1.28.5. A Provider Engagement Expert.
4. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 through Exhibit C-5 Budget, Amendment #1.
5. Modify Exhibit C-2, Budget by replacing it in its entirety with Exhibit C-2 Budget, Amendment #1, which is attached hereto and incorporated by reference here in.
6. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-5 Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

DS
PF

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective September 1, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/3/2023

Date

DocuSigned by:

Patricia Tilley

C24E52C06C2844E

Name: Patricia Tilley

Title: Director, Division of Public Health Services

Alosa Health, Inc.

8/3/2023

Date

DocuSigned by:

Paul Fanikos

1487202190A14F

Name: Paul Fanikos

Title: C.O.O.

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

OFFICE OF THE ATTORNEY GENERAL

8/4/2023

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-2 Budget, Amendment 1 SFY 2024

New Hampshire Department of Health and Human Services	
Contractor Name:	Alosa Health, Inc.
Budget Request for:	Opioid Education for Healthcare Org
Budget Period	GC Approval through 6/30/2024
Indirect Cost Rate (if applicable)	0.1
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$38,162
2. Fringe Benefits	\$9,531
3. Consultants	\$63,866
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$4,707
6. Travel	\$4,500
7. Software	\$2,400
8. (a) Other - Marketing/ Communications	\$550
8. (b) Other - Education and Training	\$1,500
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$125,216
Total Indirect Costs	\$12,522
TOTAL	\$137,738

Contractor Initial: _____

Exhibit C-3 Budget, Amendment 1 SFY 2025

New Hampshire Department of Health and Human Services	
Contractor Name:	Alosa Health, Inc.
Budget Request for:	Opioid Education for Healthcare Org
Budget Period	July 1, 2024 to June 30, 2025
Indirect Cost Rate (if applicable)	0.1
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$46,642
2. Fringe Benefits	\$11,650
3. Consultants	\$75,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$6,823
6. Travel	\$5,145
7. Software	\$2,500
8. (a) Other - Marketing/ Communications	\$1,000
8. (b) Other - Education and Training	\$1,500
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$150,260
Total Indirect Costs	\$15,026
TOTAL	\$165,286

Contractor Initial: DS
PF

Exhibit C-4 Budget, Amendment 1 SFY 2026

New Hampshire Department of Health and Human Services	
Contractor Name:	Alosa Health, Inc.
Budget Request for:	Opioid Education for Healthcare Org
Budget Period	July 1, 2025 to June 30, 2026
Indirect Cost Rate (if applicable)	0.1
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$47,572
2. Fringe Benefits	\$11,893
3. Consultants	\$75,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$6,444
6. Travel	\$5,101
7. Software	\$2,500
8. (a) Other - Marketing/ Communications	\$250
8. (b) Other - Education and Training	\$1,500
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$150,260
Total Indirect Costs	\$15,026
TOTAL	\$165,286

Contractor Initial:



Exhibit C-5 Budget, Amendment 1 SFY 2027

New Hampshire Department of Health and Human Services	
Contractor Name:	Alosa Health, Inc.
Budget Request for:	Opioid Educaton for Healthcare Org
Budget Period	July 1, 2026 to August 31, 2026
Indirect Cost Rate (if applicable)	0.1
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$2,550
2. Fringe Benefits	\$640
3. Consultants	\$6,500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,382
6. Travel	\$1,250
7. Software	\$200
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$12,522
Total Indirect Costs	\$1,252
TOTAL	\$13,774

Contractor Initial: DS
PF

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ALOSA HEALTH INC is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on January 10, 2023. 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: 919961

Certificate Number : 0006085000



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of January, A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jerry Avorn, 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 Alosa Health
(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 September 13th, 2018, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Paul Fanikos, Chief Operating Officer
(may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Alosa Health 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 was **valid thirty (30) days prior to and 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: 08/02/2023

Jerry Avorn
Jerry Avorn Aug 2, 2023 12:03 EDT
Signature of Elected Officer
Name: Jerry Avorn
Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2023

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 Aronson Insurance 950 Highland Ave	CONTACT NAME: Business Insurance Team	
	PHONE (A/C, No, Ext): (781) 444-3050	FAX (A/C, No): (781) 444-3051
	E-MAIL ADDRESS: jdaddieco@aronsoninsurance.com	
Needham	MA 02494	
INSURED Alosa Health, Inc. 419 Boylston St Boston	MA 02116-3310	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Pacific Employers Ins Co		22748
INSURER B: Ace Property & Casualty Co		20699C
INSURER C: Multiple Companies		00914
INSURER D: ARC Excess & Surplus of New England LLC		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			D527470901	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Hired/Non-Owned Auto \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			D955544903	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WECIW4185	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			MSL0239502218	08/17/2022	08/17/2023	Per claim \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER State of NH Department of Health and Human 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Mission Statement

At Alosa Health, we believe that medical decisions should be based on unbiased, evidence-based information. Our mission is to improve patient outcomes by identifying and disseminating the best evidence available, to support health care professionals in providing optimal care for their patients.

ALOSA HEALTH, INC.
FINANCIAL STATEMENTS
AS OF AND FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

ALOSA HEALTH, INC.

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Alosa Health, Inc.

Opinion

We have audited the financial statements of Alosa Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2021 and 2020, and the related statements of activities and change in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

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

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Alosa Health, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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



Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Marcum LLP

Providence, RI
August 21, 2022

ALOSA HEALTH, INC.
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
Assets		
Cash and cash equivalents	\$ 4,425,230	\$ 7,393,350
Investments	1,226,762	--
Contract fees receivable	1,046,679	622,867
Prepaid expenses and other assets	74,255	94,238
Website development costs, net	--	4,336
Furniture and equipment, net	<u>1,628</u>	<u>2,279</u>
Total Assets	<u>\$ 6,774,554</u>	<u>\$ 8,117,070</u>
Liabilities and Net Assets		
Liabilities		
Accounts payable and accrued expenses	\$ 284,682	\$ 375,459
Deferred revenue	<u>24,350</u>	<u>1,824,220</u>
Total Liabilities	309,032	2,199,679
Net Assets - Without Donor Restrictions	<u>6,465,522</u>	<u>5,917,391</u>
Total Liabilities and Net Assets	<u>\$ 6,774,554</u>	<u>\$ 8,117,070</u>

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

ALOSA HEALTH, INC.

STATEMENTS OF ACTIVITIES AND CHANGE IN NET ASSETS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
Change in Net Assets Without Donor Restrictions:		
Support and Revenue		
Contract revenue	\$ 5,263,841	\$ 7,258,387
Investment income (loss), net of fees	242,149	(234,858)
Paycheck Protection Program grant income	--	140,668
Rental income	25,332	25,332
Service fee income	43,624	20,285
Grants	76,189	--
Interest income	--	95
Miscellaneous income	--	145
Total Support and Revenue	<u>5,651,135</u>	<u>7,210,054</u>
Expenses		
Program services	4,717,985	4,777,965
General and administrative	385,019	342,007
Total Expenses	<u>5,103,004</u>	<u>5,119,972</u>
Change in Net Assets	548,131	2,090,082
Net Assets - Beginning of Year	<u>5,917,391</u>	<u>3,827,309</u>
Net Assets - End of Year	<u>\$ 6,465,522</u>	<u>\$ 5,917,391</u>

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

ALOSA HEALTH, INC.

STATEMENTS OF FUNCTIONAL EXPENSES

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021			2020		
	Program Services	General and Administrative	Total	Program Services	General and Administrative	Total
Consulting, contract labor and reimbursable expenses	\$ 2,835,915	\$ --	\$ 2,835,915	\$ 2,780,972	\$ --	\$ 2,780,972
Salaries, benefits and payroll taxes	795,324	164,130	959,454	761,381	144,689	906,070
Professional fees	424,214	80,511	504,725	608,587	96,997	705,584
Facility rentals and utilities	234,849	61,089	295,938	225,383	41,467	266,850
Printing and office expenses	153,733	20,806	174,539	136,512	18,868	155,380
Donations	152	500	652	100,000	--	100,000
Travel and meals	9,630	4,091	13,721	32,342	3,015	35,357
Supplies	116,963	125	117,088	51,266	2,066	53,332
Telephone and internet	44,880	33,596	78,476	24,209	20,627	44,836
Recruiting	11,415	11,822	23,237	9,944	6,761	16,705
Other program expenses	41,025	--	41,025	28,687	--	28,687
Postage and delivery	27,859	832	28,691	10,464	943	11,407
Miscellaneous	22,026	2,530	24,556	8,218	703	8,921
Depreciation and amortization	--	4,987	4,987	--	5,871	5,871
	<u>\$ 4,717,985</u>	<u>\$ 385,019</u>	<u>\$ 5,103,004</u>	<u>\$ 4,777,965</u>	<u>\$ 342,007</u>	<u>\$ 5,119,972</u>

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

ALOSA HEALTH, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
Cash Flows from Operating Activities		
Change in net assets	\$ 548,131	\$ 2,090,082
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Net realized/unrealized (gain) loss on investments	(226,516)	277,668
Depreciation and amortization	4,987	5,871
Changes in operating assets and liabilities:		
Contract fees receivable	(423,812)	(169,697)
Prepaid expenses and other assets	19,983	27,753
Accounts payable and accrued expenses	(90,777)	110,508
Deferred revenue	(1,799,870)	(1,440,380)
Net Cash (Used in) Provided by Operating Activities	(1,967,874)	901,805
Cash Flows from Investing Activities		
Proceeds from sale of investments	--	981,472
Purchases of investments	(984,613)	--
Investment income reinvested	(15,633)	(42,810)
Net Cash (Used in) Provided by Investing Activities	(1,000,246)	938,662
Net (Decrease) Increase in Cash and Cash Equivalents	(2,968,120)	1,840,467
Cash and Cash Equivalents - Beginning of Year	7,393,350	5,552,883
Cash and Cash Equivalents - End of Year	\$ 4,425,230	\$ 7,393,350

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

ALOSA HEALTH, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 1 – ORGANIZATION AND DESCRIPTION OF OPERATIONS

Alosa Health, Inc., formerly known as Alosa Foundation, Inc. (“Alosa”) was organized under the laws of the Commonwealth of Massachusetts as a nonprofit organization in November 2004 for the specific purpose of educating health professionals, students, and patients about the appropriate use of medications (academic detailing). Alosa believes that medical decisions should be based on unbiased, evidence-based information. Its mission is to improve patient outcomes by identifying and disseminating the best evidence available, to support health care professionals in providing optimal care for their patients. Alosa’s primary source of revenue is from contracts to provide academic detailing and training services.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF ACCOUNTING

The financial statements of Alosa have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“GAAP”).

NET ASSETS

Net assets without donor restrictions represent expendable resources available for support of Alosa’s general operations.

REVENUE AND SUPPORT

Alosa records revenue from contracts as services are performed in accordance with ASC 606 which instructs the entity to recognize revenue for the transfer of services in an amount that reflects the consideration which the entity expects it is entitled to receive from customers in exchange for those services. Receipts from contracts for which the related services have not yet been performed are reported on the statements of financial position as deferred revenue.

Contributions are recorded as without donor restrictions and available to support general operations unless specifically restricted by the donor. Alosa reports contributions as with donor restrictions if they are received with donor stipulations that limit the use of the donated assets to particular purposes or to future periods. When a stipulated time restriction ends or the purpose of a restriction is met, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the accompanying statements of activities and change in net assets as net assets released from restrictions. During the years ended December 31, 2021 and 2020, there were no contributions received from donors.

ALOSA HEALTH, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures 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.

CASH AND CASH EQUIVALENTS

Cash consists of deposits held in checking and money market accounts at federally insured banks. Deposits at the bank are insured by the Federal Deposit Insurance Corporation (the "FDIC") up to \$250,000. At various times during the year, cash balances may have exceeded the FDIC insured limits. Alosa has not experienced any losses on such accounts.

For the purpose of the statements of cash flows, Alosa considers all highly-liquid investments with an initial maturity of three months or less to be cash equivalents.

ALOSA HEALTH, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INVESTMENTS AND INVESTMENT INCOME

Investments in marketable equity and debt securities with readily determinable fair values are carried at their fair values in the statements of financial position. Realized and unrealized gains and losses are included in determining the change in net assets in the accompanying statements of activities and change in net assets. Investment income and gains restricted by donors are reported as increases in net assets with donor restrictions. When the restrictions are met (either a stipulated time period ends or a purpose restriction is accomplished), they are reclassified to net assets without donor restrictions and reported in the statements of activities and change in net assets as net assets released from restrictions. Investment income and gains restricted by donors are reported as increases in net assets without donor restrictions if the restrictions are met (either a stipulated time period ends or a purpose restriction is accomplished) in the reporting period in which the income and gains are recognized.

WEBSITE DEVELOPMENT COSTS

Website development costs consist of costs incurred in connection with the development of Alosa's website and are being amortized on a straight-line basis over three years. These costs were fully amortized in the current year.

FURNITURE AND EQUIPMENT

All acquisitions of furniture and equipment in excess of \$2,000 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Furniture and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation is computed using primarily the straight-line method over the estimated useful lives of the assets. Estimated useful lives are five years for computer and video equipment, and seven years for furniture and fixtures.

ALOSA HEALTH, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of activities and change in net assets, and the statements of functional expenses. Costs that can be identified as wholly related to programs or support functions are charged directly to those programs or functions. Salaries and related costs are allocated to programs and supporting services based on individual employee time dedicated to client program activities.

INCOME TAXES

Alosa operates as a publicly supported tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code and, accordingly, is exempt from federal income taxes. Alosa is also exempt from Massachusetts income tax under Massachusetts General Law Chapter 180. In addition, Alosa qualifies for the charitable contribution deduction under Section 170(b)(1)(A) of the Internal Revenue Code and has been classified as an organization other than a private foundation under Section 509(a)(2).

Alosa evaluates all significant tax positions. As of December 31, 2021 and 2020, Alosa does not believe that it has taken any tax positions that would require the recording of any additional tax liability nor does it believe that there are any unrealized tax benefits that would either increase or decrease within the next 12 months. Alosa's income tax returns are subject to examination by the appropriate taxing jurisdictions.

SUBSEQUENT EVENTS

Alosa's management has evaluated the effect which subsequent events may have on these financial statements. Management's evaluation was completed on August 21, 2022, the date these financial statements became available to be issued. Based on FASB ASC 855, *Subsequent Events*, no matters were identified requiring accounting or disclosure.

ALOSA HEALTH, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 3 – INVESTMENTS AND FAIR VALUE MEASUREMENTS

Alosa's investments at December 31, 2021 and 2020 consist of the following:

	2021	2020
Mutual Fund - Exchange traded, open ended fund	\$ 1,226,762	\$ --
	\$ 1,226,762	\$ --

GAAP establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2: Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3: Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value.

Mutual Fund: Valued at the closing price reported in the active trading market (NYSE, NYSE American, NASDAQ) in which the individual securities are traded.

ALOSA HEALTH, INC.**NOTES TO THE FINANCIAL STATEMENTS****FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020****NOTE 3 – INVESTMENTS AND FAIR VALUE MEASUREMENTS (CONTINUED)**

The preceding methods described may produce a fair value that may not be indicative of net realizable value or reflective of future values. Furthermore, although Alosa believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

All of Alosa's investments are valued using Level 1 measurements.

NOTE 4 – CONTRACT FEES RECEIVABLE

Contract fees receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision against recognized revenues and a corresponding allowance based on its assessment of the current status of individual contracts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance and a credit to contract fees receivable. Management had determined that as of December 31, 2021 and 2020, no allowance for uncollectible accounts was deemed necessary.

NOTE 5 – PREPAID EXPENSES AND OTHER ASSETS

Prepaid expenses and other assets consisted of the following at December 31, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Prepaid expenses	\$ 43,883	\$ 63,866
Security deposit	<u>30,372</u>	<u>30,372</u>
	<u>\$ 74,255</u>	<u>\$ 94,238</u>

ALOSA HEALTH, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 6 – WEBSITE DEVELOPMENT COSTS

Website development costs consisted of the following at December 31, 2021 and 2020:

	2021	2020
Website development costs	\$ 15,645	\$ 15,645
Less accumulated amortization	(15,645)	(11,309)
	\$ --	\$ 4,336

Amortization expense amounted to \$4,336 and \$5,220 for the years ended December 31, 2021 and 2020, respectively.

NOTE 7 – FURNITURE AND EQUIPMENT, NET

Furniture and equipment, net consists of the following as of December 31:

	2021	2020
Computer equipment	\$ 4,656	\$ 4,656
Video equipment	3,617	3,617
Furniture & fixtures	21,958	21,958
	30,231	30,231
Less accumulated depreciation	(28,603)	(27,952)
Furniture and equipment, net	\$ 1,628	\$ 2,279

Depreciation expense on furniture and equipment amounted to \$651 for the years ended December 31, 2021 and 2020 respectively.

NOTE 8 – CONCENTRATIONS

Alosa had 94% of its contract fees receivable due from three customers as of December 31, 2021, and 78% from two customers as of December 31, 2020.

Alosa recognized 76% of its contract revenue from two customers during the year ended December 31, 2021, and 82% from two customers during the year ended December 31, 2020.

ALOSA HEALTH, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 9 – LIQUIDITY AND FUNDS AVAILABLE

Alosa's financial assets available within one year of the statement of financial position date to meet cash needs for general expenditures are as follows:

	2021	2020
Financial assets at year-end:		
Cash and cash equivalents	\$ 4,425,230	\$ 7,393,350
Investments	1,226,762	---
Contract fees receivable	1,046,679	622,867
Total financial assets available within one year	6,698,671	8,016,217
Less:		
Amounts unavailable for general expenditures within one year due to donor restrictions	--	--
Financial assets available to meet general expenditures over the next 12 months	\$ 6,698,671	\$ 8,016,217

Alosa has a policy to structure its financial assets to be available to meet its general expenditures, liabilities and other obligations as they become due. Alosa monitors its liquidity so that it is able to meet its operating needs and other contractual commitments while maximizing the investment of its excess operating cash. In addition to financial assets available to meet general expenditures over the year, Alosa anticipates covering its general expenditures by collecting sufficient program revenues and other revenue. The statements of cash flows identifies the sources and uses of Alosa's cash and shows net cash used in operating activities of \$1,967,874 for the year ended December 31, 2021 and net cash provided by operating activities of \$901,805 for the year ended December 31, 2020.

ALOSA HEALTH, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 10 – LEASES

Alosa leases office space under a lease agreement for its facility in Boston, Massachusetts. The agreement expired in 2021, and was extended for an additional year beginning January 1, 2022. Under the terms of the lease, Alosa also pays additional amounts for its share of the building's real estate taxes and operating costs.

The future minimum annual lease payments for the lease are as follows:

2022	\$ <u>248,019</u>
------	-------------------

Rent expense during the years ended December 31, 2021 and 2020 amounted to \$248,133 and \$239,085, respectively, which includes costs related to utilities and real estate taxes of \$11,988 and \$10,685 in 2021 and 2020, respectively.

Rental income recorded on the statements of activities and change in net assets represents revenue recorded in exchange for subleasing office space to two sub-tenants on a month-to-month basis. Rental income with sublease agreement terms of one year or less are recognized monthly.

NOTE 11 – RISKS AND UNCERTAINTIES

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) as a pandemic which continues to spread throughout the United States and the World. Alosa is monitoring the outbreak of COVID-19 and the related business and travel restrictions and changes to behavior intended to reduce its spread, and its impact on operations, financial position, cash flows, inventory, supply chains, customer purchasing trends, customer payments, and the industry in general, in addition to the impact on its employees. Due to the rapid development and fluidity of this situation, the magnitude and duration of the pandemic and its impact on Alosa's operations and liquidity is uncertain as of the date of this report. While there could ultimately be a material impact on operations and liquidity of the Organization, at the time of issuance, the impact could not be determined.

ALOSA HEALTH, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 12 – U.S. SMALL BUSINESS ADMINISTRATION PAYCHECK PROTECTION PROGRAM

On May 1, 2020, Alosa entered into a Promissory Note (the “PPP Note”) with Cambridge Savings Bank, as the lender (the “Lender”), pursuant to which the Lender agreed to make a loan to Alosa under the Paycheck Protection Program (the “PPP Loan”) offered by the U.S. Small Business Administration (the “SBA”) in a principal amount of \$140,668 pursuant to Title 1 of the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”). The Organization elected to account for these funds as a conditional contribution under FASB ASC 958-605, *Not-for-Profit Entities: Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*. As such, Alosa recognized revenue to the extent that conditions were met. During the year ended December 31, 2020, the Organization met the conditions associated with the PPP loan. As a result, the associated note was forgiven by the lender on December 9, 2020. The entire balance of this funding is presented as paycheck protection program grant income in the accompanying statements of activities and change in net assets for the year ended December 31, 2020.

NOTE 13 – RETIREMENT PLAN

Alosa provides a defined contribution plan under Section 403(b) of the Internal Revenue Code. All employees are eligible to participate in the plan upon hire. Alosa made matching contributions of \$36,563 and \$28,468 to the plan for the years ended December 31, 2021 and 2020, respectively. Matching contributions are subject to vesting over a three-year period.

Alosa Health Board of Directors and Addresses

Jerry Avorn, MD

Will Shrank, MD

Joe Ross, MD, MHS

Sally McNagny, MD, MPH

Niteesh Choudhry, MD, PhD

Kate Ulbricht, PharmD, MBA, CPPS

James Zuckernik, JD

Karen Tucker, MEd

Tony de Melo, RPh

SALES LEADER, MARKETER & TALENT DEVELOPMENT EXECUTIVE

Committed to developing excellence through leadership and creative solutions that deliver results.

Dynamic and accomplished executive with outstanding success in various industries. Proven ability to successfully sell, train, lead, design, develop and execute solutions to meet corporate objectives. Award winning, results-driven leader with demonstrated success in coaching and leading individuals to higher levels of performance.

Areas of Expertise Include:

Leading, Coaching and Developing People | Negotiating & Influencing Others | Short- and Long-Term Strategic Planning
Focusing on Customer Needs | Developing Marketing Campaigns | Cross Functional Teamwork | Project Management

PROFESSIONAL EXPERIENCE

Alosa Health, Boston MA

04/2019-Present

Director of Clinical Education Programs

Alosa Health is a nonprofit Boston-based organization that creates evidence-based, non-commercial information on optimal prescription drug use for health professionals and disseminates it through educational outreach ("academic detailing") to prescribers. We have no ties to any pharmaceutical companies and develop our educational content with an independent group of clinicians on the faculty of Harvard Medical School.

My responsibilities include:

- Supervise and provide clinical backup to a staff of ~35 educational outreach specialists (all nurses or pharmacists) in several states.
- Collaborate with the Chief Operating Officer, Chief Clinical Consultant, the Director of Clinical Materials Development, and other team members in creating new educational outreach programs in additional health care settings.
- Help in the development of new evidence-based clinical education materials and assist in analyzing data on ongoing programs for publication in the medical literature.

SMARTConsulting, LLC, Portland Maine Area

02/2018-04/2019

Owner/President

Started my own consulting business to help small to mid-sized companies improve their sales performance, by providing a fractional/outsourced sales manager. As part of this effort, I joined salesQB as a program licensee. I remove the burden of the sales team management from the business owner by:

- Creating a proven and repeatable sales process
- Providing marketing support
- Better leveraging of technology
- Facilitating needed training
- Individual coaching of the sales staff

PELHAM COMMUNITY PHARMACY (PelMeds), Waltham, MA

04/2016-02/2018

Director, Sales & Marketing

Led the creation and execution of all marketing and sales efforts to increase company growth.

- Developed and communicated short- and long-term marketing and sales strategies.
- Defined target markets and created specific customer messaging, value propositions and marketing materials.
- Pulled-through incremental sales growth through directing effective sales efforts.
- Grew prescription volume by 20% and dollar sales by 15.5% over a two-year period.

- PURDUE PHARMA L.P., Stamford, CT** **12/2014-04/2016**
Associate Director, Managed Markets Training
Oversee and implement strategic training and development opportunities for 7 Managed Markets leaders and over 30 associates. Responsible for full lifecycle of strategy and execution, including design, development, delivery, implementation, and evaluation of the training program and curricula across the entire organization, including managed care, pharmacy & distribution, government accounts, integrated delivery networks, long-term care, health care prescriber field force, and corporate departments.
- Conducted a needs/gap analysis that led to the creation of an on-boarding and training curriculum for the Managed Markets Organization which facilitated increased skills/knowledge and increased sales.
 - Planned and executed 4 training events, focusing on improving negotiation skills, business planning and other functional expertise.
 - Tailored curriculum to teach 60 managers and over 600 sales representatives to successfully call on pharmacies, driving a new launch product to sell \$55 million in its first year by helping to stock 18,000 pharmacies.
 - Coached 15 managers and 50 sales representatives to implement the organizations first specialty pharmacy strategy, expected 3:1 ROI on gross sales.
- BYRAM HEALTHCARE, White Plains, NY** **12/2013-12/2014**
Marketing Product Manager, Diabetes
Led the short and long-term strategic marketing responsibilities for the diabetes portfolio. Worked closely with senior leadership to develop and deploy programs and promotional materials to respond to the evolving market. Developed new diabetes training program for all new hires and managed the diabetes distribution channel including product catalogs, advertising schedule, product campaigns and industry trade-shows.
- Increased diabetes portfolio sales YTD Nov 2014 by 24.9% vs budget and 27.9% YoY sales.
 - Developed new marketing campaign for the diabetes portfolio which included new messaging, promotional materials, educational resources and value propositions.
 - Launched several new products as part of the Byram portfolio of diabetes services.
- INDEPENDENT CONSULTANT, 29 Lake George Rd, Brookfield, CT** **03/2013-12/2013**
Training & Leadership Development Consultant
Helping organizations design, develop and deliver solutions that increase the effectiveness of their training and leadership development solutions.
- Specializing in curriculum design & development; management & leadership development; coaching skills; workshop and product launch development; conducting needs analysis; project management, facilitation and teambuilding execution.
- INSULET CORPORATION, Bedford, MA** **04/2012-03/2013**
Regional Manager / Mid-Atlantic Region
Hired, developed and led a team of 12 Territory Managers and Clinical Science Managers, calling on key specialty prescribers to increase awareness and demand of Insulet products.
- Hired 6 new team members within 1st year, launched one new product and increased sales by 19% YoY.
- BAYER CORPORATION, Tarrytown, NY** **06/2007-04/2012**
Head of Sales Training & Development / Diabetes Care Division
Directed the transformation and responsibilities of the Sales Training & Development department for the diabetes division. Designed, developed and implemented entire new training programs for new hires, continuing development, manager development, managed markets and leadership development. Responsible for curriculum for all sales teams, including HCP, Managed Care, Trade and Mail Order. Increased responsibilities to include supervising the Meetings and Conventions Department.
- Strengthened and enhanced sales force effectiveness by developing new on-boarding & development pathways, new sales model, new sales force competencies, new competency based interviewing guides, new performance management system, new coaching model and e-coach tool, diabetes e-learning modules, job experience program and sales management & account manager training curricula.
 - Launched new LMS as well as the utilization of mobile and virtual learning formats.
 - Launched 7 new products both at live training events and virtually.

SCHERING-PLOUGH CORPORATION, Kenilworth, NJ

12/2005-06/2007

District Manager, Stamford CT / Schering-Plough Division

Motivated, coached and developed 12 members of a sales team to meet and exceed corporate sales and marketing goals. Interviewed, hired, trained and led the team in building our strategy and tactics to optimize customer driven opportunities.

- 2006, 3 out of 4 products top 10% in the nation. 2007, top 30% in the nation overall & 2 products top 10%.

PFIZER INC / PHARMACIA CORPORATION, New York, NY

02/2000-12/2005

Northeast District Manager / Endocrine Care Division of Pfizer (2004-2005)

Led, coached and developed a team of 8 sales representatives in their sales efforts to achieve objectives. Developed and executed a strategy and business plan for attaining district level goals while working cross-functionally with home office personnel. Led the managed care contract negotiations for Endocrine Care products for the district.

- District of Second Quarter for 2004 and moved from 5th to 3rd position overall by the end of 2004. For Genotropin (lead product) the district finished 2nd and that was the highest position it had ever finished.
- Our Endocrine Care Division won the Northeast Region of the Year Award winner for 2004 for Pfizer.
- Lead product Genotropin gained 70% new patient market share with two other competitors.

Manager, IHR/Specialty Training for Endocrine Care Division both at Pharmacia & Pfizer (2001-2004)

Managed, developed, coordinated, and facilitated Phases I-V of sales training for the Endocrine Care Division, as well as assisted other training managers with core curriculum courses.

- Developed, designed and initiated the entire training program from the ground up at Pharmacia. Including all phases of training, continuing development, sales training learning system and launch training for Somavert.
- Endocrine Care in 2003 posted a 28% sales growth, 2002 growth of 30% and 2001 growth of 67%.

Sales Consultant / Endocrine Care Division of Pharmacia (2000-2001)

Promoted Genotropin and Dostinex to adult endocrinologists, endocrine nurses and neurosurgeons. Managed the value-added services and negotiated managed care/insurance contracts.

ELI LILLY AND COMPANY, Indianapolis, IN

04/1989-02/2000

Senior Diabetes Care Sales Representative / Diabetes Care Sales Division (1999-2000)**Federal Account Executive / Business-to-Business Sales Division (1992-1998)****Pharmaceutical Sales Representative / Select Products Division (1989-1992)****EDUCATION & PROFESSIONAL DEVELOPMENT**

Bachelor of Science (BS) in Pharmacy

Minor in Business Administration

MASSACHUSETTS COLLEGE OF PHARMACY AND ALLIED HEALTH SCIENCES, Boston, MA

Certifications/Workshops

Managing Effort/Getting Results, Self-Management Plus
Leadership Experience at Gettysburg, Bayer
Results Oriented Coaching, Romar Learning Solutions
Fundamentals of Project Management, Gilman Systems
Instructional Techniques for New Instructors, Langevin

Targeted Selection, DDI
Situational Leadership I & II, Ken Blanchard Companies
The OZ Principle Accountability Training, Partners in Leadership
Director's Forum: Becoming a Trusted Business Advisor, Romar
Adult Learning Trainer Certification, Romar Learning Solutions

AWARDS & HONORS

PWP Ambassador Award 2012, Bayer Diabetes Care
Continuous Improvement Award 2007, Bayer
District of the 2nd Quarter 2004, Pfizer Inc.
President's Awards, Eli Lilly
District Achievement Award 1989-1999, Eli Lilly

CFT Teamwork Wins Award 2009, Bayer Diabetes Care
Several Special Recognition Awards, Bayer Diabetes Care
Northeast Region of the Year 2004, Pfizer Inc.
Outstanding Sales Performance Awards, Eli Lilly
Sales Excellence Awards, Eli Lilly

Distinguished Your Pharmacist of the Year 1991, Massachusetts Pharmacists Association

TECHNICAL SKILLS

Microsoft Office Suite (Word, Excel, PowerPoint, Publisher, Outlook)

Ellen K. Dancel



Professional Experience

Alosa Health Boston, MA 2014 to present

Director of Clinical Materials Development

- Coordinate the development of evidence-based clinical material modules utilized for clinician education programs spanning multiple disciplines
- Direct design and research components of each module
- Lead clinical meetings, content discussions and manage expert consultants
- Liaise and maintain strong working relationships with continuing medical education providers for accreditation of modules
- Design and conduct content trainings on clinical topics for teams of clinical educators and provide continuous expert content support
- Enhance training processes and structure to continue to develop skills and techniques of field team
- Supervise, mentor and develop program staff in line with organizational needs and strategic plan

Massachusetts General Hospital Boston, MA 2005 - present

Per diem pharmacist

Interim Associate Chief of Clinical Pharmacy Services

Lead Pharmacist – Medicine/Surgery

Senior attending pharmacist

Pharmacy practice resident

- Over 12 years in various positions within the Massachusetts General Hospital pharmacy, from staffing to administration, with a continued per diem staffing role since 2014.
- Clinical pharmacist roles:
 - Consult with a multi-disciplinary team to make patient-specific pharmaceutical care decisions
 - Evaluate all medication orders based on indication, dose, frequency and patient factors
 - Select appropriate dosage form and delivery and determine appropriate intravenous mixes based on concentration for pediatric and adult patients
 - Detailed review of adult and pediatric chemotherapy orders based on established hospital regimens or clinical trials protocols
- Clinical management roles:
 - Responsible for departmental human resources activities
 - Interview and onboard new employees
 - Approve overtime, allocate coverage for sick calls and initiate corrective action
 - Create and maintain the clinical pharmacist schedule
 - Chair and monitor clinical pharmacist training and competence assessment mechanisms
 - Implement policies and medication approvals from formulary approvals committee
- Resident project: Coordinate pharmacy department implementation of medication reconciliation

Boston University

Boston, MA

2008 - 2012

Market Dynamics and Health Policy Analyst

- Managed a database of donor funded pharmaceutical transactions for the purchase of HIV/AIDS and malaria medicines to identify trends and look for market opportunities
- Converted the dataset from SAS to a data warehouse, creating corresponding business rules and quality control processes
- Create, code and update all additional variables for incorporation into the database
- Create testing algorithms to validate new processes and manage variant tables
- Validate and provide quality control for all database changes and updates
- Collaborate on research projects, synthesizing data to create tables and figures for publications
- Direct and precept interns on the project

Continuing education modules

2018 Luo J, Avorn J, Choudhry NK, Fischer M, Kim D, and Dancel E. *Don't let the pressure get to you: an update on the changing recommendations for treating hypertension*. Alosa Health: Boston, MA. July 2018.

Bateman B, Avorn J, Fischer M, Choudhry NK, Kim D, Luo J and Dancel E. *Managing acute pain in the elderly*. Alosa Health: Boston, MA. April 2018.

Bateman B, Choudhry NK, Fischer M, Avorn J, Kim D, Luo J and Dancel E. *Managing chronic pain in the elderly*. Alosa Health: Boston, MA. January 2018.

2017 Cho MH, Fischer M, Avorn J, Choudhry NK, Kim D, and Dancel E. *Helping patients with COPD breathe easier*. Alosa Health: Boston, MA. June 2017.

Kim D, Dong X, Avorn J, Choudhry NK, Fischer M, Luo J, and Dancel E. *Caring for vulnerable elders*. Alosa Health: Boston, MA. March 2017.

Scully E, Luo J, Avorn J, Choudhry NK, Fischer M, and Dancel E. *Are you PrEPared?* Alosa Health: Boston, MA. March 2017.

2016 Luo J, Avorn J, Choudhry NK, Fischer M, Kim D, and Dancel E. *Don't let the pressure get to you: evidence-based management of hypertension in primary care*. Alosa Health: Boston, MA. November 2016.

Luo J, Avorn J, Choudhry NK, Fischer M, Kim D, and Dancel E. *Managing lipids to prevent cardiovascular events: a practical review of current data on lipid-lowering therapy*. Alosa Health: Boston, MA. June 2016.

McDonnell M, Avorn J, Choudhry NK, Fischer M, Kim D, Dancel E, and Ko M. *Just a spoonful of medicine helps the sugar go down: improving the management of type 2 diabetes*. Alosa Health: Boston, MA. April 2016.

2015 Kim D, Minassian V, Li J, Avorn J, Choudhry NK, Fischer M, Hurley E, and Dancel E. *Evaluating and managing urinary incontinence*. Alosa Foundation: Boston, MA. March 2015.

Lewey J, Choudhry NK, Avorn J, Fischer M, Kim D, Hurley E, and Dancel E. *Evaluation and management of atrial fibrillation*. Alosa Foundation: Boston, MA. June 2015.

Lewey J, Fischer M, Choudhry NK, Avorn J, Kim D, Hurley E, and Dancel E. *Treating heart failure in primary care*. Alosa Foundation: Boston, MA. Nov 2015.

2014 Bateman B, Kim D, Avorn J, Choudhry NK, Fischer M, Hurley E, and Dancel E. *Managing Pain in the elderly*. Alosa Foundation: Boston, MA. Nov 2014.

McGinnis S, Avorn J, Choudhry NK, Fischer M, Hurley E, and Dancel E. *Evaluation and management of Alzheimer's Disease and related disorders*. Alosa Foundation: Boston, MA. June 2014.

Invited Presentations and Posters

2012 *Transition from stavudine to tenofovir and zidovudine for first-line treatment of HIV/AIDS in low- and middle-income countries – Oral Presentation*
Dancel E, Ashigbie P. XIX International AIDS Conference. Washington D.C. July 2012.

2010 *Global uptake of heat stable lopinavir/ritonavir underscores the need for improved protease inhibitor formulations for second-line antiretroviral therapy in low- and middle-income countries - Poster*
Diedrichsen E, Waning B, Moon S. American Public Health Association 138th Annual Meeting. Denver, CO, USA. November 2010.

Examining the interconnectedness of global policies, actors, and market dynamics for first-line, adult antiretroviral medicines: implications for scale-up of HIV/AIDS treatment - Poster
Waning B, Kyle M, Diedrichsen E, Soucy L, Hochstadt J, Bärnighausen T, Moon S. XVIII International AIDS Conference. Vienna, Austria. July 2010.

Market shift towards heat-stable lopinavir/ritonavir demonstrates the need for improved formulations for second line treatment of HIV/AIDS in low- and middle-income countries – Poster. Waning B, **Diedrichsen E, Moon S.** XVIII International AIDS Conference. Vienna, Austria. July 2010.

2010 *Fixed-Dose Combinations of Pediatric Antiretroviral Medicines: Industry Responds to the Need, but Countries Are Slow to Purchase - Poster*
Waning B, Diedrichsen E, Moon S. XVIII International AIDS Conference. Vienna, Austria. July 2010.

2009 *Low Adherence to Antiretroviral Therapy and Clinic Visits in Kazakhstan Reflects Challenges Encountered in Service Provision to High Risk Populations - Poster*
Soucy L, Diedrichsen E, Waning B. International Association of Physicians in AIDS Care Conference, New Orleans, Louisiana, USA. December 2009.

2008 *Qualitative study of antiretroviral uptake and adherence in Kazakhstan – Poster*
Waning B, Bass J, Bolton P, Maddix J, Meratov S, Diedrichsen E. International Association of Physicians in AIDS Care, Jersey City, NJ

2007 *Online information as part of pharmacist drug information literature search – Oral Presentation*
Diedrichsen E. International Pharmaceutical Federation Conference, Beijing, China, September 2007.

- 2006 *Moving On II Study – Students' learning experiences* – Oral Presentation
Diedrichen E. International Pharmaceutical Federation, Salvador, Brazil, August 2006.
- 2005 *Implementation of an electronic medication reconciliation system* – Poster
Diedrichsen E, Harrington M, Clapp M. American Society of Health-System Pharmacists, Las Vegas, NV, Dec 2005.

Publications

- 2010 Waning B, **Diedrichsen E,** Jambert E, Bärnighausen T, Li Y, Pouw M, Moon S. The global pediatric antiretroviral market: analysis of product availability and utilization reveal challenges for development of pediatric formulations and HIV/AIDS treatment in children. *BMC Pediatrics* 2010, 10:74
- Waning B, **Diedrichsen E,** Moon S. A lifeline to treatment: the role of Indian generic manufacturers in supplying antiretroviral medicines to developing countries. *J Int AIDS Soc* 2010;13:35.
- Waning B, Kyle M, **Diedrichsen E,** Soucy L, Hochstadt J, Bärnighausen T, Moon S. Intervening in global markets to improve access to HIV/AIDS treatment: an analysis of international policies and the dynamics of global antiretroviral medicines markets. *BMC Globalization and Health* 2010, 6:9.
- 2009 Schnipper JL, Hamann C, Ndumele CD, Liang CL, Carty MG, Karson AS, Bhan I, Coley CM, Poon E, Turchin A, Labonville SA, **Diedrichsen EK,** Lipsitz S, Broverman C, McCarthy P, Gandhi TK. Effects of a medication reconciliation application and process redesign on potential adverse drug events: a cluster-randomized trial. *Arch Intern Med* 2009; 169(8):771-780.
- 2008 Pippins JR, Gandhi TK, Hamann C, Ndumele CD, Labonville SA, **Diedrichsen EK,** Carty MG, Karson AS, Bhan I, Coley CM, Liang CL, Turchin A, McCarthy PC, and Schnipper JL. Classifying and predicting errors of inpatient medication reconciliation. *Journal of General Internal Medicine* 23(9): 1414-22.

Education

- 2010 Masters in Public Health
Concentration: Epidemiology with a certificate in Pharmaceutical Assessment, Management and Policy
Boston University - School of Public Health, Boston, Massachusetts
- 2005 Doctor of Pharmacy
University of Nebraska Medical Center, Omaha, Nebraska
- 2001 Bachelors of Science in Chemistry
Truman State University, Kirksville, Missouri

License Information

Registered Pharmacist, Massachusetts License #26581

DANIEL MCMAHON

EXPERIENCE

ALOSA HEALTH, INC.

Boston, MA

Non-profit focused on improving prescribing and patient outcomes through academic detailing programs

Program Director

2022 – Present

- Facilitate new business development through drafting submissions to Requests for Proposals
- Travel to current and prospective clients to generate new business and expand existing relationships
- Manage team of 20+ field staff, in conjunction with the Director of Clinical Education Programs and COO
- Develop meeting agendas and facilitate regular program progress meetings
- Serve as point of contact for multimillion-dollar client portfolio to maintain a seamless workflow
- Partner with clinical consultants to source content for online posting; manage social media accounts
- Generate client reports and track program deliverables to keep clients updated on program status

Business & Program Coordinator

2018 – 2022

- Collaborated with senior management to create strategic reports, maintaining Alosa Health quality standards
- Managed IT needs including upkeep of equipment, web-based project platforms and Alosa website
- Coordinated logistics for in-office trainings and events to ensure flawless execution
- Assisted Finance Coordinator with reconciling expense accounts and allocating funds to projects
- Oversaw all office inventory management; served as point of contact for over 10 vendors

ORIG3N

Boston, MA

Biotechnology company that produces DNA testing products for the consumer market

Corporate Events Planner

2016 – 2017

- Sourced and vetted events for potential sponsorship opportunities, prioritizing marketing impact and biotech/healthcare relevance
- Negotiated sponsorship deals ranging from \$5K-\$200K with event sales managers and producers
- Facilitated the planning, logistics and operations of events to ensure proper execution and optimal results
- Coordinated with designers and marketing vendors to achieve timely production and delivery of marketing assets
- Reviewed resumes, interviewed and hired 200-400 staff members for over 100 events
- Tracked and reported costs, sales and attendance for each event

JESPERSEN & ASSOCIATES

Boston, MA

Independent healthcare communications agency

Projects Associate

2012 – 2016

- Effectively handled logistics for 8-10 medical education events monthly
- Managed speakers' activities to guide them through the event details, managed all travel arrangements and served as a personal coordinator throughout the entire planning process and event
- Worked directly with venues to secure function rooms, food & beverage, and contracts, including A/V
- Organized calendar of events via Microsoft Outlook and custom CRM database
- Adhered to defined budgets and other detailed requests proposed by clients

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE

Durham, NH

BA in English, minor in Psychology, *summa cum laude*

May 2010

- GPA: 3.76
- Member, Phi Beta Kappa Honor Society
- Participated in semester abroad program at the National University of Ireland, Galway Ireland (Fall 2008)

ADDITIONAL INFORMATION

- Technical Skills: Salesforce Admin, Drupal, Joomla, Wordpress, Campaign Monitor, Mac OS
- Volunteer: Raised over \$10K of sponsorship funds for BRAIN Arts, a Boston-based arts and culture non-profit
- Interests: Guitar, snowboarding, long-distance running, traveling abroad to experience other cultures

Irina Matei



HIGHLIGHTS OF QUALIFICATIONS

Dependable and well-organized professional with sound understanding of GAAP and accounting functions, having over seven years of non-profit accounting experience and over five years of programming, implementing and upgrading financial applications

EDUCATION

Finance and Accounting Management BS program, senior year, Northeastern University, Boston, MA

(current GPA: 3.94)

Accounting Certificate, Northeastern University, Boston, MA.

Jan 2012

(overall GPA: 4.00)

Graduation Certificate of the intensive courses: "Introduction to SQL and PL/SQL", "Oracle Developer – Forms and Reports", "Oracle Database administration"

Feb 2002

BS in Mathematics, University of Bucharest, Bucharest, Romania

June 1992

PROFESSIONAL EXPERIENCE (SELECTIONS)

Finance Coordinator

May 2013 - present

Alosa Health, Boston, MA

Administration of Accounts Payable and Accounts Receivable; closing of the month completion – reconciliations, maintenance of accrual and deferral schedules and recording of the associated transactions in the books; financial reports generation and analysis; participation in the auditing and budgeting processes

Finance Assistant

May 2012 – May 2013

Alosa Health, Boston, MA

Assist the Finance Director on monthly, quarterly, and annually finance and accounting tasks

Agency Contractor

State Street Corporation, Risk and Compliance Department, Quincy, MA.

July 2002-May 2003

Managed the authorized approved database and provided call center support; designed and enhanced reporting capabilities for CATS analysis reporting for security issues database; programed a database for the centralization and coordination of all department's projects, resources and schedules

Chief of Computer Department

August

2000 – February 2002

Industrial Service, Metrology and Reconditions (SIMAR S.A.), Bucharest, Romania

Managed the company payroll function; updated and enhanced all applications used by the company for payroll, taxes, and financial reporting; developed applications for the inventory function, and Accounts Receivable/ Accounts Payable functions.

JAYDA GERMAIN

Skills Summary

Administrative assistance, classroom management, communication skills, customer service, data collection, English, Haitian Creole, leadership experience, math, mentoring, Microsoft Office, organizational skills, problem solving, project management, Salesforce.com, Spanish, SPSS, statistics, teaching, teamwork, tutoring, writing skills

Education

M.S in Regulatory Affairs & Health Policy | September 2021 – May 2023

Massachusetts College of Pharmacy and Health Sciences – Boston, MA

B.A in Sociology | August 2016 – May 2020

College of the Holy Cross – Worcester, MA

Experience

Alosa Health

Assistant Program Coordinator | September 2021 – present

- Work with Salesforce.com data to assist with field support and evaluation projects
- Coordinate multiple aspects of material development, including marketing and social media initiatives, graphics, printing and production
- Facilitate the continuing medical education credit process for physicians
- Assist with events and training logistics for Boston-based activities
- Support Business Development, Marketing & Communications efforts
- Provide general office support, including: troubleshooting IT issues, documenting meeting activities, updating the website, and other duties as assigned

City Year

AmeriCorps Member | August 2020 – June 2021

- Work collaboratively with AmeriCorps Members to strategize methods for fostering academic growth of 9th and 10th grade students in ELA, Math, History, and Physics
- Assist partner teacher in lesson planning, grading, and virtually facilitating lessons during class time

- Provide one-on-one or small group tutoring with students who need extra support, following an SEL (Social Emotional Learning) approach
- Apply proficient Spanish-speaking skills during tutoring to successfully help ESL (English as a Second Language) students
- Brainstorm and carry out Student Improvement Monitoring (SIM) goals, focusing in on a select group of students who struggle with attendance, SEL, and coursework completion in order to encourage the increase of academic success
- Value and prioritize students' mental health daily by leading positive affirmation activities at the start of each class session

Shaw's/Star Market

Cashier | August 2015 – August 2020

- Applied extensive knowledge and familiarity of the supermarket to answer any customer inquiries about products
- Showcased quality customer service skills by resolving customer dissatisfaction
- Managed self-checkout area and helped customers navigate through issues that arise while they utilize self-checkout registers
- Maintained efficiency during peak hours through the ability to quickly scan items and process payments on a POS register
- Assisted baggers in bagging groceries to ensure an equal distribution of work
- Built relationships with customers through friendly conversation

Alosa Health, Inc.
Key Personnel – FY 2024

Name	Job Title	Salary Amount Paid from this Contract
Jayda Germain, MS	Assistant Program Coordinator	\$25,162
Daniel McMahon, MPH	Program Director	\$2,500
Tony de Melo, RPh	Director of Clinical Education Programs	\$4,500
Ellen Dancel, PharmD, MPH	Director of Materials Development	\$1,500
Irina Matei	Finance Coordinator	\$4,500
Total		\$38,162

Alosa Health, Inc.
Key Personnel – FY 2025

Name	Job Title	Salary Amount Paid from this Contract
Jayda Germain, MS	Assistant Program Coordinator	\$27,252
Daniel McMahon, MPH	Program Director	\$2,550
Tony de Melo, RPh	Director of Clinical Education Programs	\$2,550
Ellen Dancel, PharmD, MPH	Director of Materials Development	\$9,690
Irina Matei	Finance Coordinator	\$4,600
Total		\$46,642

Alosa Health, Inc.
Key Personnel – FY 2026

Name	Job Title	Salary Amount Paid from this Contract
Jayda Germain, MS	Assistant Program Coordinator	\$27,797
Daniel McMahon, MPH	Program Director	\$2,599
Tony de Melo, RPh	Director of Clinical Education Programs	\$9,884
Ellen Dancel, PharmD, MPH	Director of Materials Development	\$2,600
Irina Matei	Finance Coordinator	\$4,692
Total		\$47,572

Alosa Health, Inc.
Key Personnel – FY 2027

Name	Job Title	Salary Amount Paid from this Contract
Jayda Germain, MS	Assistant Program Coordinator	\$2,200
Daniel McMahon, MPH	Program Director	\$350
Total		\$2,550

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

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

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

December 28, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with Alosa Health, Inc. (VC# TBD), Boston, MA, in the amount of \$165,141 for evidence-based opioid prescribing education, training, and technical assistance to healthcare organizations, with the option to renew for up to three (3) additional years, effective upon Governor and Council approval through August 31 2023. 100% Federal Funds.

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

05-95-90-902010-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERV, OPIOID SURVEILLANCE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Program Services	90050407	\$137,618
2024	102-500731	Contracts for Program Services	90050407	\$27,523
			Total	\$165,141

EXPLANATION

The purpose of this request is to provide evidence-based education, training, and technical assistance to healthcare organizations on policies and strategies that will reduce prescription drug related harms to clients, including offering information on alternative treatments for pain management to decrease non-prescribed pain management via opioid use and distributing new research related to medication or non-pharmacologic treatment for pain management.

The Contractor will develop trainings for healthcare organizations in New Hampshire that have contact with individuals impacted by Substance Use Disorders (SUD). Healthcare organizations include, but are not limited to recovery centers, non-profit and for-profit healthcare providers, health support systems, insurance companies, and community health organizations.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

Approximately 300 individuals in at least 100 practice settings across New Hampshire, who assist individuals impacted by SUD will be provided training at community and healthcare agencies during State Fiscal Years 2023 and 2024.

The Department will monitor services by ensuring:

- 80% of the trainings result in follow up technical assistance, specific to the use of opioid prescribing guidelines and non-opioid medications or non-pharmacologic treatment for pain management.
- 80% of technical assistance sessions result in evaluation results that reflect an intended change in practice to integrate non-pharmaceutical approaches into client services.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 2, 2022 through April 7, 2022. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the State will have less coordinated and comprehensive public health and substance use-related services that can reduce prescription drug related abusive behaviors such as overdoses, and even death. In the long term these services can reduce costs, improve health outcomes, and reduce health disparities by preventing illegal drug usage.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.136, FAIN #NU17CE924984.

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. Weaver
Interim Commissioner

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

Project ID #: RFP-2022-DPHS-16-OPIOIProject Title: Opioid Education for Healthcare Organizations

	Maximum Points Available	ACMA (Accreditation Council for Medical Affairs)	Alosa Health, Inc.	UNH (HRETA Project)
Technical:				
Experience (Q1)	75	50	70	65
Training Plan (Q2)	40	20	35	30
Work Plan (Q3)	25	15	22	20
Training Availability (Q4)	20	10	18	18
Staffing Plan (Q5)	20	12	18	15
Performance Measures (Q6)	20	10	18	18
Subtotal - Technical	200	117	181	166
Cost:				
Budget (Appendix D) & Budget Narrative	70	50	65	65
Program Staff List (Appendix E)	30	18	22	20
Subtotal - Cost	100	68	87	85
TOTAL POINTS	300	185	268	251
TOTAL PROPOSED VENDOR COST		\$169,300	\$165,141	\$167,154

<u>Reviewer Name</u>	<u>Title</u>
1 Lorette Moir	Public Health Program Manager
2 Xiaohui Geng	Planning Analyst/Data System
3 Renelle Gagnon	Program Specialist IV
4 Lisa Cacciola	Financial Manager

FORM NUMBER P-37 (version 12/11/2019)**Subject: Opioid Education for Healthcare Organizations (RFP-2022-DPHS-16-OPIOI-01)**

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Alosa Health, Inc.		1.4 Contractor Address 419 Boylston Street, 6th Floor Boston, MA 02116	
1.5 Contractor Phone Number (617) 948-5997	1.6 Account Number 05-95-90-902010-50400000	1.7 Completion Date 8/31/2023	1.8 Price Limitation \$165,141
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Paul Fanikos</i> Date: 1/18/2023		1.12 Name and Title of Contractor Signatory Paul Fanikos C.O.O.	
1.13 State Agency Signature DocuSigned by: <i>Patricia M. Tilley</i> Date: 1/19/2023		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robert Quinn</i> On: 1/20/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS
PF
Date 1/18/2023

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT A**

Revisions to Standard Agreement Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide evidence-based education, training, and technical assistance to healthcare organizations on policies and strategies that will reduce prescription drug related harms to clients, including offering information on alternative treatments for pain management to decrease non-prescribed pain management via opioid use and distributing new research related to medication or non-pharmacologic treatment for pain management.
- 1.2. The Contractor must ensure services are available statewide.
- 1.3. For the purposes of this Agreement, all references to days must mean business days, excluding state and federal holidays.
- 1.4. The Contractor must conduct a kick-off meeting with the Department to discuss the work plan, performance measures, and report formats within ten (10) business days of the effective date of this Agreement.
- 1.5. The Contractor must actively and regularly collaborate with the Department.
 - 1.5.1. The Contractor must develop trainings in a manner that:
 - 1.5.1.1. Informs and educates healthcare organizations on opioid prescribing guidelines, non-opioid medication or non-pharmacologic treatment on pain management strategies by providing scientific evidence of impact and best practice components.
 - 1.5.1.2. Allows healthcare organizations to integrate into recovery programs, health care institutions, and throughout communities by implementing:
 - 1.5.1.2.1. Organization Protocols;
 - 1.5.1.2.2. Safe prescribing guidelines for acute and chronic pain and prescription of non-opioid pain medication or alternate pain managements instead of medications;
 - 1.5.1.2.3. Referrals to specialized care and treatment; and
 - 1.5.1.2.4. Pharmacists and other pharmacy staff to increase their self-efficacy to:
 - 1.5.1.2.4.1. Learn more about local resources such as naloxone distribution, SUD treatment providers and any other related programs.

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**New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT B**

- 1.5.1.2.4.2. Appropriately refer and link clients to needed substance use disorder treatment and care, with a focus on decreasing the rate of emergency room visits and prescription drug overdose related death due to misuse of opioids.
- 1.6. The Contractor must include materials that address other topics regarding safe opiate prescribing guidelines for acute pain which includes, but is not limited to:
- 1.6.1. Tapering and opioid withdrawal management to support substance use reduction and abstinence;
 - 1.6.2. Education on use of buprenorphine and naloxone; and
 - 1.6.3. Education on new protocols.
- 1.7. The Contractor must offer up to fifty (50) one (1)-hour Continuing Education Unit (CEU)-approved trainings at community and healthcare agencies by August 31, 2023.
- 1.8. The Contractor must provide education and technical assistance in a variety of care settings through academic detailing, which is a 1-on-1 outreach, in-person or virtually, education technique that utilizes a train-the-trainer model to support clinicians in providing evidence-based care to their patients.
- 1.9. The Contractor will utilize and/or adapt existing material and resources, approved by the Department, for academic detailing that are designed for various practice settings including, but not limited to:
- 1.9.1. Substance use screening and location of care resources.
 - 1.9.2. Safe opioid prescribing, tapering, and disposal guidelines.
 - 1.9.3. Strategies to engage clients who use prescription drugs in reducing prescription drug related harms.
 - 1.9.4. Effective support for clients starting or on Medical Assisted Treatment.
 - 1.9.5. Appropriate linkage to care to decrease the rate of emergency department visits due to misuse of opioids.
- 1.10. The Contractor must test suitability of resources for a variety of audiences in order to assess trainings to determine how to adapt resources to fit the practice location needs.
- 1.11. The Contractor must utilize New Hampshire's Prescription Drug Monitoring Program (PDMP) or epidemiological data to propose a prioritization of counties for approval in order to determine scheduling for academic detailing practice

**New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT B**

visits.

- 1.12. The Contractor must ensure that New Hampshire Citizens Health Initiative's practice transformation network of approximately 1,000 New Hampshire primary care, specialty, and behavioral health care providers serves as a resource for scheduling providers for academic detailing and follow up technical assistance.
- 1.13. The Contractor must ensure academic detailing sessions:
 - 1.13.1. Present a summary of key best practices to reduce prescription drug-related harm.
 - 1.13.2. Provide additional resources for each set of best practices, including linkage to care.
 - 1.13.3. Promote specific evidence-based practices, including but not limited to:
 - 1.13.3.1. Routinely screening for substance use with Screening, Brief Intervention, and Referral to Treatment guidelines as recommended by the Substance Abuse and Mental Health Services Administration (SAMHSA) and National Institute on Drug Abuse.
 - 1.13.3.2. Safe opioid prescribing, tapering, and disposal guideline recommendations from the Centers for Disease Control and Prevention.
- 1.14. The Contractor must ensure program planning and resource development are consistent with the National Resource Center for Academic Detailing guidance on resource development and conduct of academic detailing.
- 1.15. The Contractor must engage a minimum of approximately 300 individuals in a minimum of approximately 100 practice settings who assist individuals who use prescription drugs with a focus on service providers who engage a higher proportion of people with SUD including, but not limited to:
 - 1.15.1. Community health centers.
 - 1.15.2. Recovery community organizations.
 - 1.15.3. Emergency departments.
- 1.16. The Contractor must develop and provide evaluations of academic detailing sessions to participants that include, but are not limited to:
 - 1.16.1. Site feedback and evaluation including pre- and post-session evaluations.
 - 1.16.2. Follow-up and technical assistance needs assessments.
 - 1.16.3. Post-technical assistance follow-up assessments and evaluations.

**New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT B**

- 1.17. The Contractor must assess technical assistance needs of providers during academic detailing sessions and through post-academic detailing evaluations, which include a one (1) month follow-up assessment.
- 1.18. The Contractor must address technical assistance requests for additional resources and information within one (1) week of receiving requests.
- 1.19. The Contractor must send academic detailing and technical assistance evaluations to participants via email. The Contractor must:
 - 1.19.1. Send a minimum of two (2) e-mail reminders to participants who did not complete the program evaluations to request the evaluations be completed.
 - 1.19.2. Contact non-responding participants by telephone to request the evaluations be completed if the response rates to the evaluations fall below 80%.
- 1.20. The Contractor must provide biweekly case conferencing sessions with up to ten (10) participants to share opioid prescribing guidelines, and non-opioid medications or non-pharmacologic treatment for pain management implementation with participants.
- 1.21. The Contractor must facilitate bi-weekly education and technical assistance team meetings to review topics that include, but are not limited to:
 - 1.21.1. Statewide coverage of trainings.
 - 1.21.2. Technical aspects of the project including, but not limited to:
 - 1.21.2.1. Provider engagement.
 - 1.21.2.2. Academic detailing.
 - 1.21.2.3. Technical assistance.
 - 1.21.2.4. Evaluation.
 - 1.21.3. Engagement of providers.
 - 1.21.4. Modifications to outreach and engagement deemed necessary to ensure 100% of identified participants are offered program services.
- 1.22. The Contractor must ensure the opioid prescribing guidelines and non-opioid medications or non-pharmacologic treatment for pain management education and the prescription drug overdose/substance use disorder consultant engages, selects, and convenes an advisory group that includes State experts on:
 - 1.22.1. Opioid use disorder;
 - 1.22.2. Harm reduction; and
 - 1.22.3. Practice change.

**New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT B**

- 1.23. The Contractor must conduct a process evaluation to measure the progress of the project on Department goals and objectives, as well as to collect program data that includes but is not limited to:
 - 1.23.1. The numbers, types, and locations of sites and participants enrolled.
 - 1.23.2. Session attendance.
 - 1.23.3. Follow-up technical assistance requests and sessions.
- 1.24. The Contractor must conduct outcomes evaluations to measure short, intermediate, and longer-term effects of the program, measuring changes in participant knowledge and attitude through surveys conducted pre-, post-, and within 1-month of the trainings.
- 1.25. The Contractor must develop training in a manner that:
 - 1.25.1. Informs and educates organizations and providers on opioid prescribing guidelines and non-opioid medications or non-pharmacologic treatment for pain management by providing scientific evidence of impact.
 - 1.25.2. Allows the health care organizations to integrate opioid prescribing guidelines and non-opioid medications or non-pharmacologic treatment for pain management into recovery programs, health care institutions, and throughout communities, including, but not limited to:
 - 1.25.2.1. Emergency department protocols;
 - 1.25.2.2. Safely prescribing drugs for acute and chronic pain;
 - 1.25.2.3. Making referrals to specialized care and treatment; and
 - 1.25.2.4. Law enforcement and first responders to increase their self-efficacy to learning more about local resources such as naloxone distribution, SUD treatment providers and any other related programs.
 - 1.25.3. Ensures materials address other topics regarding safely prescribing for acute pain which includes, but is not limited to:
 - 1.25.3.1. Tapering and opioid withdrawal management to support substance use reduction and abstinence;
 - 1.25.3.2. Education on use of buprenorphine and naloxone;
 - 1.25.3.3. Education on new protocols; and
 - 1.25.3.4. Academic detailing on linkages to care.
- 1.26. The Contractor must meet with the Department on a monthly basis to discuss meeting and call schedules, activities, budgets and/or performance measures. The Contractor must collaborate with the Department to assess joint progress toward objectives and activities on a monthly basis in order to assist the

**New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT B**

Department with sharing products related to grant activities, which may include, but are not limited to:

- 1.26.1. Meeting agendas and minutes; and
- 1.26.2. Written reports.
- 1.27. The Contractor must retain at least three (3) academic detailers who each participate in a two (2)-day training that includes mock academic detailing sessions.
- 1.28. The Contractor must employ:
 - 1.28.1. A Project Director.
 - 1.28.2. A Project Coordinator and Evaluator.
 - 1.28.3. An Institute for Health Policy and Practice (IHPP) Evaluation Expert.
 - 1.28.4. A Project Support person.
 - 1.28.5. An IHPP Provider Engagement Expert.
- 1.29. The Contractor must ensure academic detailers are hired, trained, and supervised by the Project Director.
- 1.30. Reporting
 - 1.30.1. The Contractor must submit monthly reports to the Department which include, but are not limited to:
 - 1.30.1.1. Programmatic progress;
 - 1.30.1.2. Timelines met; and
 - 1.30.1.3. Goals met.
 - 1.30.2. The Contractor must submit quarterly reports to the Department on the Performance Measures in Section 1.31 below.
 - 1.30.3. The Contractor must submit a final report on final activities completed within forty-five (45) days of the completion date of this Agreement.
 - 1.30.4. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.31. Performance Measures
 - 1.31.1. The Contractor must ensure 80% of the trainings result in follow up technical assistance, specific to the use of opioid prescribing guidelines and non-opioid medications or non-pharmacologic treatment for pain management.
 - 1.31.2. The Contractor must ensure 80% of technical assistance sessions result in evaluation results that reflect an intended change in practice to integrate harm reduction strategies into client services.

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**New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT B**

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

- 3.3.2. All materials produced or purchased under the Agreement must have

**New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT B**

prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced during the term of this Agreement, including, but not limited to:

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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**New Hampshire Department of Health and Human Services
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expenses as are disallowed or to recover such sums from the Contractor.

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**New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, New Hampshire Overdose Data to Action Program (NH OD2A), as awarded on September 1, 2019, by the Centers for Disease Control and Prevention, CFDA #93.136, FAIN #NU17CE924984.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1 and Exhibit C-2, Budgets.
4. The Contractor must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department must make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT C

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the

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**New Hampshire Department of Health and Human Services
Opioid Education for Healthcare Organizations
EXHIBIT C**

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

BT-1.0

Exhibit C-1

RFP-2022-DPHS-18-OPIOI-01

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Alosa Health, Inc.</u> Budget Request for: <u>Opioid Education for Healthcare Organizations</u> Budget Period <u>Date of G&C to June 30, 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$38,162
2. Fringe Benefits	\$9,531
3. Consultants	\$63,866
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$573
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$3,273
6. Travel	\$4,091
7. Software	\$2,864
8. (a) Other - Marketing/Communications	\$573
8. (b) Other - Education and Training	\$1,227
8. (c) Other - Other (specify below)	
Occupancy	\$9,818
Telephone	\$368
Postage	\$818
Insurance	\$818
Translation	\$409
Audit & Legal	\$1,227
9. Subrecipient Contracts	\$0
Total Direct Costs	\$137,618
Total Indirect Costs	\$0
TOTAL	\$137,618

Contractor Initials PF

Date 1/18/2023

BT-1.0

Exhibit C-2

RFP-2022-DPHS-16-OPIOI-01

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Alosa Health, Inc.</u> Budget Request for: <u>Opioid Education for Healthcare Organizations</u> Budget Period <u>July 1, 2023 to August 31, 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$8,480
2. Fringe Benefits	\$2,118
3. Consultants	\$11,136
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$124
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$727
6. Travel	\$909
7. Software	\$636
8. (a) Other - Marketing/Communications	\$127
8. (b) Other - Education and Training	\$273
8. (c) Other - Other (specify below)	
Occupancy	\$2,182
Telephone	\$82
Postage	\$182
Insurance	\$182
Translation	\$91
Audit & Legal	\$273
9. Subrecipient Contracts	\$0
Total Direct Costs	\$27,523
Total Indirect Costs	\$0
TOTAL	\$27,523

Contractor Initials DS
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Date 1/18/2023



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Alosa Health

1/18/2023

Date

DocuSigned by:

Paul Fanikos

Name: Paul Fanikos

Title: C.O.O.



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Alosa Health

1/18/2023

Date

DocuSigned by:

Paul Fanikos

Name: Paul Fanikos

Title: C.O.O.

Exhibit E - Certification Regarding Lobbying

Vendor Initials

DS
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Date 1/18/2023

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(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: Alosa health

1/18/2023

Date

DocuSigned by:

Paul Fanikos

Name: Paul Fanikos

Title: C.O.O.

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New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials PF

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



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

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

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

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

Contractor Name: Alosa health

1/18/2023

Date

DocuSigned by:

Paul Fanikos

Name: Paul Fanikos

Title: C.O.O.

Exhibit G

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

Contractor Initials PF

Date 1/18/2023



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Alosa Health

1/18/2023

Date

DocuSigned by:

Paul Fanikos

Name: Paul Fanikos

Title: C.O.O.

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Contractor Initials

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Date 1/18/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Contractor Initials

PF

Date 1/18/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials

PF

Date 1/18/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date 1/18/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State by:

Patricia M. Tilley

Signature of Authorized Representative

Patricia M. Tilley

Name of Authorized Representative
Director

Title of Authorized Representative

1/19/2023

Date

Alosa Health

Name of the Contractor

Paul Fanikos

Signature of Authorized Representative

Paul Fanikos

Name of Authorized Representative

C.O.O.

Title of Authorized Representative

1/18/2023

Date

Contractor Initials PF

Date 1/18/2023



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name: Alosa health

1/18/2023

Date

DocuSigned by:

Paul Fanikos

Name: Paul Fanikos

Title: C.O.O.

Contractor Initials PF
Date 1/18/2023



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- The UEI (SAM.gov) number for your entity is: QMMUXN4MG6
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

- 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:

- 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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov