

**NH Vaccine Association – Board of Directors Special Meeting**  
**March 6, 2015 – 1:00 p.m. – 2:30 p.m.**  
**KidsVax Conference Room**  
**Presiding Officer: Susan Tenney, Chair**

**I. Attendance.** Participating in all or part of the meeting in person (P) or by telephone (T) were the following individuals:

Directors

Susan Tenney – Harvard Pilgrim Health Care (P)  
Laura Condon (P)  
Elaine Koskela – CIGNA (T)  
Everett J. Lamm, M.D. (T)  
Jason Margus – Anthem (P)  
Edward P. Moran (P)  
David Sky – NHID (P)

DHHS

Jose Their Montero, M.D. (P)  
Marcella J. Bobinsky (P)

Outside Counsel

Mark McCue, Esq. (T)  
Laurie Beth Pliakos, Esq. (P)

Absent

David Fredenburg, M.D.

Members of the Public

Judy Butler, Merck (P)

KidsVax.org®

Fred L. Potter (P)  
Claire M. Roberge (P)  
Terry Mills (P)

**II. Summary of Actions Taken and/or Recommended**

**A. Actions Taken (votes adopted)**

1. To approve the minutes of the September 30, 2014 Audit Committee meeting with the changes suggested at this meeting.
2. To table the review of the February 13, 2015 minutes until the next Board meeting.
3. To reconsider the decision to engage KeyBank to perform lockbox services, and to assign to the Audit Committee the tasks of reviewing all lockbox proposals and bringing a recommendation to the Board.
4. To discuss the three proposed policies together and to take all three votes at the end of the discussion.
5. To table the discussion on all three policies until a later date.
6. To approve the 2014 Annual Report to the Legislature and 2013-14 VaxFacts NH as presented.
7. To authorize execution of the Outside General Counsel Engagement Letter presented by Hinckley Allen as presented at this meeting, effective immediately.
8. To authorize the Board Chair or Executive Director to request outside general counsel services to NHVA from time-to-time as they determine helpful or necessary (i) to conduct the work of NHVA, (ii) to assist the Legislative Committee of NHVA, or (iii) to otherwise prepare for Board meetings.

**B. Follow up Task/Action Items**

1. KidsVax will schedule an Audit Committee meeting to be held in approximately one month.
2. KidsVax will update the NHVA Board contact directory.
3. KidsVax will schedule the next Board meeting.

**III. Minutes**

Welcome and Introductions

At approximately 1:00 p.m., a quorum having been established, Chairperson Susan Tenney called the meeting to order. Ms. Tenney surveyed the Board for additional items to be added to the agenda, and Ms. Condon indicated that she had sent three emails to the Board that day and wished to discuss the issues raised in the emails. Ms. Mills distributed copies of Ms. Condon's emails.

Consent Calendar Items

Ms. Condon proposed that the Audit Committee minutes be amended to include specific suggestions from the auditors. Upon motion duly made by Mr. Sky and seconded by Mr. Moran, it was unanimously

VOTED: To approve the minutes of the September 30, 2014 Audit Committee meeting with the changes suggested at this meeting.

The Board moved on to a review of the February 13, 2015 Board meeting minutes. Ms. Condon proposed that the minutes be amended to include excerpts of the statements she made during that meeting. Ms. Tenney explained that generally, meeting minutes are intended to provide a summary of Board discussion and actions taken, but she invited the Board to review and discuss the proposed revisions. Several Board members had not received the proposed revisions in time to review them prior to the meeting. Thus, upon motion duly made by Dr. Lamm and seconded by Ms. Bobinsky, it was unanimously

VOTED: To table the review of the February 13, 2015 minutes until the next Board meeting.

Mr. Potter noted that, if acceptable to Ms. Condon, KidsVax would follow Board procedure and post the various documents distributed at the meeting on Ms. Condon's behalf on the NHVA website as meeting handouts. This was offered as a courtesy to preserve for Ms. Condon's benefit a record of her requests. Ms. Condon agreed.

#### KeyBank Lockbox Services Proposal

The Board moved on to a discussion of the KeyBank Lockbox Services Proposal. Mr. Potter suggested that, regardless of the Board's decision with respect to the proposal, the Board may wish to delegate signing authority to an additional Board member to fill the signing vacancy which resulted from shifts in the Board roster. Next, Ms. Condon brought forward a proposal she obtained from TD Bank. She noted that although there was discussion during the last meeting about local banks that do not offer in-house lockbox services comparable to KeyBank's, Ms. Condon's business contact at TD Bank advised that TD Bank does offer such services. Ms. Condon also pointed out that the draft meeting minutes incorrectly referred to conversations with Bank of America instead of Bank of New Hampshire. Further discussion ensued regarding the lockbox proposals. Mr. Potter suggested that it might be helpful for Ms. Condon and others on the Audit Committee to consider the various proposals at their next Committee meeting and to return with a vendor recommendation. Upon motion duly made by Ms. Condon and seconded by Mr. Moran, it was unanimously

VOTED: To reconsider the decision to engage KeyBank to perform lockbox services, and to assign to the Audit Committee the tasks of reviewing all lockbox proposals and bringing a recommendation to the Board.

Ms. Tenney requested that Ms. Mills schedule an Audit Committee meeting in one month so that there would be sufficient time to gather and review additional proposals.

#### Executive Director Report

Mr. Potter briefly reported on the Association's activities since the last meeting, then turned to the pending NHVA Governance Documents, noting that KidsVax would benefit from the Board's guidance regarding public policy statements and other communications. Ms. Condon requested that information be added to future Executive Director Reports, and Mr. Potter agreed to add the information going forward.

#### Pending NHVA Governance Documents

Ms. Tenney asked Attorney McCue to give the Board an overview of the proposed Communications Policy. Attorney McCue explained that the purpose of the policy is twofold. First, because NHVA is subject to statutory annual reporting requirements, it is prudent to articulate those requirements and identify a process by which NHVA's official reports will be prepared and reviewed by the Board. Second, in light of the political and public policy considerations inherent in the relationship between NHVA and New Hampshire's universal vaccine program, and because NHVA is made up of Board members who hold a variety of active professional roles, it is important to ensure that the Board speaks with one voice when making public statements on behalf of NHVA. The proposed Communications Policy primarily authorizes the Board chair to make formal statements on behalf of organization, and it also gives the Executive Director and KidsVax an understanding of the scope of their discretion when responding to everyday inquiries received in the ordinary course of business.

Ms. Condon asked about the scope of NHVA's legal representation. Ms. Tenney noted that legal services engagement was an item on the agenda and would be discussed shortly. Mr. Potter also clarified that Attorney Pliakos's engagement was separate and was done at the expense of KidsVax, not NHVA, in order to provide additional support for the two NHVA special meetings.

Ms. Condon objected to the language in the Communications Policy that referred to NHVA's tax-exempt status, charitable designation, charitable purpose, and New Hampshire's universal vaccine purchasing program and stated that she was opposed to the policy because the language could be construed as expanding NHVA's statutory purpose. Further discussion ensued. Dr. Montero noted that a 501(c)(3) entity is, by definition, a charitable organization. Moreover, it is important to look at the context in which NHVA was created. Prior to NHVA's creation, and more recently, when NHVA's governing statute was amended to modify the assessment methodology, discussions in the legislature focused on support for New Hampshire's universal vaccine purchasing program. The policy is harmonious with those discussions; it does not address which vaccines will be given, or which children will be vaccinated, but merely acknowledges that NHVA is a charitable entity supportive of the state vaccine program. Attorney McCue agreed, noting that NHVA is not a for-profit entity, and under New Hampshire common law and federal tax law, NHVA's mission – furthering New Hampshire's program to provide vaccines for children – is charitable because it provides a health benefit to the entire population of New Hampshire children, not a specific person. If NHVA had been created as a collection agency and nothing more, it would not have been able to obtain state or federal status as a nonprofit. Further discussion ensued. A motion was duly made by Ms. Condon and seconded by Mr. Moran to table the discussion until a later date. Ms. Condon asked for a roll call vote, following which the vote failed to pass, as follows:

1	Ms. Condon:	Yes	5	Dr. Montero:	No
2	Ms. Koskela:	Abstain	6	Mr. Moran:	Yes
3	Dr. Lamm:	No	7	Mr. Sky:	No
4	Mr. Margus:	No	8	Ms. Tenney:	No

Ms. Condon then made a motion to amend the Communication Policy by replacing all references to "charitable" with "statutory" and by striking Section B(1) in its entirety. The motion failed for lack of a second. Upon motion duly made by Mr. Sky and seconded by Dr. Montero, it was unanimously

VOTED: To discuss the three proposed policies together and to take all three votes at the end of the discussion.

Ms. Tenney directed the Board's attention to the Political Activity and Public Advocacy Policy. Attorney McCue explained that the four policy position statements previously embedded in the Political Activity and Public Advocacy Policy were extracted and placed in a separate document so

that the Board could devote separate discussion to those statements. As modified, the Political Activity and Public Advocacy Policy merely identifies the process required to comply with IRS regulations and good governance. Attorney McCue noted that, as previously discussed, a 501(c)(3) organization is permitted to take a policy position on issues germane to its purpose. Ms. Condon expressed objections to the policy, and asserted that language regarding directors' fiduciary duties was included in order to target her specifically. Ms. Tenney explained that all directors of nonprofit entities are bound by fiduciary duties. Attorney McCue agreed and explained that the policy does not, and is not intended to, impair the First Amendment rights of any director, and that the notion of fiduciary duties is one of the most common legal concepts relative to nonprofit governance. Attorney McCue noted that boards of directors benefit from having directors with differing viewpoints, and that robust discussion allows boards to make better decisions. However, by assuming a seat on the Board, each director has also assumed the legal obligation to act in the best interests of the entity. Moreover, the policy does not prohibit directors from speaking in their personal capacities; it only states that when directors speak on behalf of NHVA, they must respect the organization's mission and public policy positions. Mr. Moran emphasized that directors can still speak publicly; they just need to be clear about the fact that they are speaking as a private individual, not on behalf of NHVA. Mr. Potter added that a Board member would only have to make that clarification if he or she had identified himself or herself as a member of NHVA. Further discussion ensued. Dr. Montero felt that the reference to nonpartisan voter education in section (A)(3) might not be appropriate. Mr. Potter explained that the language was boilerplate guidance for a 501(c)(3) organization, but the Board could strike that language if desired.

Ms. Tenney next drew the Board's attention to the Public Policy Positions. Ms. Condon expressed that NHVA should not adopt vaccine policy positions. Mr. Potter noted that in his capacity as NHVA administrator, it would be helpful to know what he is permitted to say on behalf of the organization. Mr. Sky expressed that the bulk of the meeting should have been devoted to the public policy positions, and given the time constraints, he felt that the discussion on all three policies should be tabled. Upon motion duly made by Mr. Sky and seconded by Ms. Condon, it was

VOTED: To table the discussion on all three policies until a later date.

Ms. Condon requested a roll call vote, the results of which were:

Ms. Condon:	Yes	Dr. Montero:	No
Ms. Koskela:	Absent	Mr. Moran:	Yes
Dr. Lamm:	No	Mr. Sky:	Yes
Mr. Margus:	Yes	Ms. Tenney:	No

#### Final Board Approvals

Discussion ensued regarding the 2014 Annual Report to the Legislature. Mr. Potter explained that the NH VaxFacts was modeled after the previous year's report and was updated to include the current year's data. It was also noted that the NH VaxFacts was included in the proposed Annual Report to the legislature, as was the letter to payers, the Audit Report, and the independent analysis regarding cost savings. Ms. Condon noted that she sent edits to Mr. Potter and asked what the policy and procedure is for reviewing revisions to the Annual Report. Mr. Potter clarified that certain documents were modified to include Ms. Condon's edits, but as previously communicated, changes were not made to already published, Board-approved language and documents. Attorney Pliakos noted that the policy and procedure for drafting and publishing Annual Reports is described in the proposed Communications Policy. Mr. Sky observed that NHVA needs to fulfill its statutory obligation to issue reports to the legislature, and upon motion duly made by Mr. Sky and seconded by Dr. Montero, and taken by roll call vote as requested by Ms. Condon, it was

VOTED: To approve the 2014 Annual Report to the Legislature and 2013-14 VaxFacts NH as presented.

The roll call vote was as follows:

Ms. Condon:	No	Dr. Montero:	Yes
Ms. Koskela:	Absent	Mr. Moran:	Yes
Dr. Lamm:	Yes	Mr. Sky:	Yes
Mr. Margus:	Yes	Ms. Tenney:	Yes

Ms. Condon made a motion to form a committee to review the Annual Report to the Legislature. Mr. Potter mentioned that typically, the entire Board has presided over and reviewed the Annual Report, and the proposed Communications Policy would require KidsVax to submit to the entire Board final revisions to key reports. Mr. Moran seconded the motion, and Ms. Condon requested a roll call vote, which failed to pass as follows:

Ms. Condon:	Yes	Dr. Montero:	No
Ms. Koskela:	Absent	Mr. Moran:	Yes
Dr. Lamm:	No	Mr. Sky:	No
Mr. Margus:	No	Ms. Tenney:	No

#### Status of Technical Amendment

Ms. Bobinsky gave a brief update regarding the technical amendment to RSA 126-Q proposed by DHHS. The amendment is being presented through HB 2, and the language cannot be modified at this time.

#### Updated Legal Services Engagement

Attorneys McCue and Pliakos were excused from the meeting in light of the upcoming conversation about an updated engagement letter for their firm as outside general counsel.

1 Mr. Potter reviewed the background whereby the Board and he had referred matters (e.g., fashioning an updated public access policy and similar  
2 matters) to Hinckley Allen from time-to-time even though the initial engagement had been specific to an earlier legislative year. He indicated that  
3 he recommended that Hinckley Allen be retained and spoke highly of Attorney Mark McCue. He noted that other firms had been considered at the  
4 time Attorney McCue was first hired. Mr. Potter noted he felt that it was helpful to good governance practices to retain regular outside counsel  
5 with expertise relevant to the work of NHVA, particularly where the Board members were comfortable with the individual attorneys involved. Mr.  
6 Potter also noted that, based upon the experience in Washington where one of the Board members asked that counsel regularly attend Board  
7 meetings, he had asked Attorney McCue to include such services at a reduced rate in light of the nature of the workload involved. The engagement  
8 letter proposed does make an offer for such regular Board attendance services which the Board can use or not as it deems appropriate.

9  
10 Upon brief discussion, it was the sense of the Board that the Board would like for an attorney from Hinckley Allen, Attorney McCue whenever  
11 possible, to regularly attend NHVA Board meetings until advised differently.

12  
13 In light of the fact that KidsVax had engaged Hinckley Allen itself on other work and specifically engaged the services of Attorney Pliakos to help  
14 with logistics for the two special meetings which had been scheduled during his recovery from surgery, Mr. Potter specifically confirmed that in the  
15 event of any conflict between representation of NHVA and KidsVax, KidsVax would defer and obtain other outside counsel so that NHVA could  
16 continue the Hinckley Allen relationship. Mr. Potter noted that there had not been any joint representation of the two organizations and he did not  
17 anticipate that that would occur in the future.

18  
19 Upon motion duly made by Dr. Lamm and seconded by Dr. Montero, it was unanimously

20  
21 VOTED: To authorize execution of the Outside General Counsel Engagement Letter presented by Hinckley Allen as presented at  
22 this meeting, effective immediately.

23  
24 Upon motion duly made by Dr. Lamm and seconded by Mr. Moran, it was unanimously

25  
26 VOTED: To authorize the Board Chair or Executive Director to request outside general counsel services to NHVA from time-to-  
27 time as they determine helpful or necessary (i) to conduct the work of NHVA, (ii) to assist the Legislative Committee of  
28 NHVA, or (iii) to otherwise prepare for Board meetings.

29  
30 A roll call vote was not taken.

31  
32 After the discussion concerning engagement with counsel was concluded, Ms. Mills invited Attorney Pliakos to rejoin the meeting so that she could  
33 continue to assist with the logistics of this meeting.

34  
35 There being no further business or public comment, at approximately 2:35 p.m., upon motion duly made by Mr. Sky and seconded by Mr. Moran, it  
36 was unanimously

37  
38 VOTED: To adjourn.

39  
40 A true record.

41 Attest,

42  
43 Fred L. Potter  
44 Secretary, Pro Tem



What: New Hampshire Vaccine Association (NHVA) Special Meeting  
Date and Time: Friday, March 6, 2015 – 1:00 – 2:30 p.m.  
Location: KidsVax® Conference Room, 125 North State Street, Concord, NH  
Call-In: Join from dial-in phone line:

Dial: (760) 569-7171  
Meeting ID: 237 931 720

***NHVA Agendas are subject to revision up to and including the time of the meeting.***

Approx. Time	Topic/[Anticipated Action]	Presented by:
<b>(PUBLIC SESSION)</b>		
1:00-1:05 p.m.	1. Welcome and Introductions a. Survey of Other Matters from Board Members b. Request for identification of individuals on conference phone	S. Tenney
1:05-1:10 p.m.	2. Consent Calendar Items * a. Approval of Audit Committee Minutes (September 30, 2014) and Board Meeting Minutes (February 13, 2015) * b. Authorization to execute KeyBank documents	S. Tenney
1:10-1:15 p.m.	* 3. Brief ED Report (and overview of meeting)	F. Potter
1:15-2:00 p.m.	4. Pending NHVA Governance Documents * a. Communications Policy * b. Political Activity and Public Advocacy Policy * c. Public Policy Positions	M. McCue
2:00-2:05 p.m.	5. Final Board Approvals * a. 2014 NHVA Annual Report to Legislature * b. VaxFacts NH 2013-14 Edition	F. Potter
2:05-2:10 p.m.	6. Status of Technical Amendment to RSA 126-Q Proposed by DHHS	M. Bobinsky
2:10-2:20 p.m.	7. Parking Lot Topics from prior meeting. * a. Updated Legal Services Engagement Letter for Hinckley Allen b. NHVA use of outside counsel	F. Potter
2:20-2:25 p.m.	8. Other Matters from Board Members a. b.	
2:25-2:30 p.m.	9. Closing Section a. Public Comment (if any) b. Parking Lot Questions/Concerns (If time allows) i. ii. iii.	
[End]	<b>[Adjourn]</b>	
	10. Reference Documents * a. Contact Directory * b. Proposed form of votes for this meeting * c. Directions to meeting location	

\*Indicates agenda item attached

**NH Vaccine Association – Audit Committee Meeting**  
**September 30, 2014 – 8:00 – 8:30 a.m.**  
**Conference Room – KidsVax.org®**  
**Presiding Officer: Susan Tenney**

**I. Attendance.** Participating in all or part of the meeting in person (P) were the following individuals:

Directors

Susan Tenney – Harvard Pilgrim Health Care (P)  
David Sky – NHID (P)  
Ken Ehresmann – Anthem (P)  
Laura Condon – National Vaccine Information Center (P)

Mason & Rich, PA.

Leslie Walker, CPA (P)  
Andrew Luce, CPA (P)

KidsVax.org

Fred L. Potter (P)  
Julia G. Walter (P)  
Claire M. Roberge (P)  
Terry Mills (P)

Absent

David Fredenburg, M.D.

**II. Summary of Actions Taken and/or Recommended**

**A. Actions Taken (votes adopted)**

1. To recommend publication of the audited financial statements as presented.

**B. Follow up Task/Action Items**

1. Mr. Potter will research lockbox options and draft a proposal for the Committee.
2. Mr. Potter will write a response to Mason & Rich, PA in response to the internal control recommendation letter.
3. Mrs. Mills will schedule another meeting of the Audit Committee.

**III. Minutes**

Welcome and Introductions

At approximately 8:00 a.m., a quorum having been established, Mr. Luce presented his audit findings. A summary of the audited financial statements was provided. There were no adjustments posted to the financial statements. The statements as presented are consistent with what NHVA sees on a month-to-month basis. Mr. Luce reviewed the independent auditors' report which provides the auditors' opinion on the financial statements. Management is responsible for the preparation of the financial statements, as well as for the design, implementation, and maintenance of internal control. In conducting the audit, procedures are performed to obtain audit evidence about the amounts and disclosures in the financial statements. As part of the substantive procedures, the auditors review bank reconciliations, work with confirmations for the covered lives that are reported to NHVA, and review other available backup to support the expenses, etc. Additionally, the auditors assess the risk of material misstatements with respect to the complexity of the accounting transactions in general. The risk assessment is performed prior to performing more substantive procedures. Ms. Walker indicated that the auditors look to express an opinion on the financial statements taken as a whole and that they're presented in accordance with GAAP in all material respects. Internal control is also reviewed as part of the risk assessment, not to provide an opinion on internal control, but it is part of the risk assessment that the auditors perform in determining what audit procedures are performed for NHVA. This year, as in prior years, the audit reflected a clean opinion. Mr. Luce pointed out that the balance sheet reflected a significant increase in cash from prior years. For that reason, they looked at the controls very closely because of the additional responsibility to manage the cash.

Mr. Luce went on to review the communications letter required as part of auditing standards. The letter indicates that no new accounting policies were adopted and the application of existing policies was not changed during 2014. Accounting estimates are an integral part of the financial statements prepared by management because they are subject to change. There is a lot of emphasis on having a basis for computing these estimates and having a methodology. These accounting estimates are consistent with what has been reported in the past where the prior year's history is used to calculate the vaccine expense for the upcoming year.

No significant difficulties with management were encountered in performing and completing the audit and the auditors were in agreement with the accounting methods used.

The management comment letter was reviewed. Due to the changes for 2014 in the way that the assessments are calculated and reported to the organization, there was a shift in the way the information was processed. Ms. Walker indicated that a change in

1 the accounting policies in terms of how an audit has to be conducted, requires them to look at internal control. This is a fairly  
2 common occurrence because control is always changing and businesses are responding to events that occur. The auditors' risk  
3 assessment this year identified that there was improper segregation of duties. A lengthy discussion ensued regarding remediation  
4 of the situation.

5  
6 Upon motion duly made by Mr. Sky and seconded by Mr. Ehresmann, it was unanimously

7  
8 VOTED: To recommend publication of the audited financial statements as presented.  
9

10 Mr. Luce indicated that they have confirmation letters still outstanding from a few carriers and will not be able to publish the  
11 audited financials until the confirmations are received. He expects to receive them shortly.

12  
13 Executive Session Summary

14  
15 The Audit Committee (the "Committee") of the Board of Directors of the New Hampshire Vaccine Association ("NHVA")  
16 entered into executive session at approximately 9:10 a.m. to discuss the NHVA financial statements and operations with its  
17 independent auditors, Mason & Rich, P.A.

18  
19 Ms. Walker and Mr. Luce continued the discussion regarding internal controls and segregation of duties, and described their  
20 interactions with management on the subject which resulted in management's cooperation in implementing appropriate  
21 safeguards. Ms. Walker confirmed that NHVA will have the opportunity to prepare a management response to the issues raised  
22 in the management comment letter, and the Committee agreed to meet again to discuss any appropriate responses.  
23

24 The auditors then responded to questions from Ms. Condon regarding bank statement reconciliation, further detail on interactions  
25 between the auditors and management regarding internal control issues, and the length of the engagement of Mason & Rich as  
26 NHVA's auditors. Although Mason & Rich has served as NHVA auditors for a number of years, Ms. Walker noted that  
27 responsible personnel are rotated on a regular basis to maintain independence.

28  
29 There being no further questions or discussion, the Committee voted to end the executive session at 9:35 a.m.

30  
31 A true record.

32 Attest,

33  
34 \_\_\_\_\_  
35 Fred L. Potter  
36 Secretary, Pro Tem

**NH Vaccine Association – Board of Directors Special Meeting  
February 13, 2015 – 1:00 p.m. – 2:30 p.m.  
KidsVax® Conference Room  
Presiding Officer: Susan Tenney, Chair**

**I. Attendance.** Participating in all or part of the meeting in person (P) or by telephone (T) were the following individuals:

Directors

Susan Tenney – Harvard Pilgrim Health Care (P)  
Laura Condon – NVIC (P)  
David Fredenburg, M.D. (T)  
Elaine Koskela – CIGNA (T)  
Everett J. Lamm, M.D. (T)  
Jason Margus – Anthem (T)  
David Sky – NHID (P)

DHHS

Marcella J. Bobinsky (P)  
*(appearing as Dr. Jose Montero's designee)*

Outside Counsel

Mark McCue, Esq. (P)  
Laurie Beth Pliakos, Esq. (P)

Absent

Jose Their Montero, MD  
Edward P. Moran

Members of the Public

James Manning, Merck (P)  
Gina Powers, Rath, Young & Pignatelli (T)

KidsVax.org®

Fred L. Potter (T)  
Claire M. Roberge (P)  
Terry Mills (P)  
Julia G. Walter (P)

**II. Summary of Actions Taken and/or Recommended**

**A. Actions Taken (votes adopted)**

1. To approve the minutes of the September 30, 2014 Board meeting.
2. To approve the KeyBank Lockbox Services Proposal as presented.
3. To table the Political Activity and Public Advocacy Policy until a later meeting.
4. To table the Communications Policy until a later meeting.
5. To table the 2014 NHVA Annual Report to the Legislature until a later meeting.
6. To appoint a Legislative Committee consisting of Susan Tenney and David Sky (or his designee), with assessment administrator assistance provided by Fred Potter, and legal counsel provided by Attorney Mark McCue.

**B. Follow up Task/Action Items**

1. KidsVax® will schedule a follow-up meeting to allow for further review of the NHVA Policies discussed at this meeting.

**III. Minutes**

Welcome and Introductions

At approximately 1:00 p.m., a quorum having been established, Chairperson Susan Tenney called the meeting to order. Ms. Tenney requested that individuals present and on the telephone introduce themselves, and she surveyed the Board for any additional items to be added to the agenda.

Consent Calendar Items

Upon motion duly made by Mr. Sky and seconded by Ms. Bobinsky, it was unanimously

VOTED: To approve the minutes of the September 30, 2014 Board meeting.

KeyBank Lockbox Services Proposal

Mr. Potter reported that, at the recommendation of the outside auditors and the NHVA Audit Committee, the KidsVax® team worked to develop methods of further tightening internal controls. The first alternative considered was to lock down the assessment system so that no KidsVax® employees with access to paper processing could also access the assessment system, and to require an independent individual such as the KidsVax® outside financial analyst, Peter Smith, to perform all assessment system corrections. Mr. Potter did not recommend this approach because Mr. Smith traditionally has not had access to any transactions, and his independent status brings value to the control process. Moreover, KidsVax®'s current ability to timely correct payer errors in-house is helpful and convenient to payers.

The second alternative suggested was to engage KeyBank to perform lockbox services for NHVA. Mr. Potter briefly summarized the Services Proposal under which KeyBank would provide NHVA with lockbox services, account management, and ACH and paper payment transaction processing. KeyBank agreed to KidsVax®'s requests for an East Coast lockbox address at no extra charge, and for a volume discount rate similar to

the rate given to the Washington Vaccine Association. The estimated yearly costs proposed were lower than expected, totaling less than \$8,000 per year. Mr. Potter noted that the pricing in the proposal was illustrative only, and that although conservative estimates were used in the proposal, actual costs are dependent upon the number of transactions. Mr. Potter explained that if the proposal is accepted, all funds received at the NHVA lockbox would be deposited by KeyBank, at which point NHVA could choose to maintain either a zero balance or a minimum balance for which NHVA would be given earnings credit to offset some or all of the fees. Mr. Potter recommended that the Audit Committee review these options and examine any added benefits on the investment side. If approved by the Board, the KeyBank services and ACH alternative could be implemented as early as next quarter.

In response to a question from Ms. Condon, Mr. Potter reported that KidsVax® also sought out proposals from TD Bank and Bank of America, but neither entity provides the same level of service as KeyBank, choosing instead to outsource their lockbox services. Therefore, no cost proposal was pursued. Discussion ensued regarding other alternatives, costs, and considerations. Mr. Sky inquired as to whether KidsVax® or NHVA should bear the costs for such services, and it was agreed that this was a topic for contract negotiations, as the current KidsVax® contract excludes any banking services. It was the sense of the Board that the engagement of KeyBank would be a cost-effective way to promote transparency, safeguard employee goodwill, address auditor concerns, and get ahead of evolving industry standards for protecting funds entrusted to NHVA.

Upon motion duly made by Ms. Bobinsky and seconded by Dr. Lamm, it was unanimously

VOTED: To approve the KeyBank Lockbox Services Proposal as presented.

#### Pending NHVA Governance Documents

Attorney McCue noted that the two proposed policies and the legislative amendment were related. Because issues impacting NHVA are currently pending before the legislature, and because many members of the NHVA Board regularly testify before the legislature in other capacities, it is crucial that Board members and other NHVA representatives understand that their political activities and public advocacy efforts could impact NHVA's tax-exempt status. Attorney McCue explained that NHVA is a non-profit voluntary corporation organized under NH RSA 292, and it is exempt from federal income taxation as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. As such, Attorney McCue advised that although NHVA is permitted to take policy positions on issues related to its charitable mission, federal and state law prohibit NHVA from conducting certain political and public advocacy activities. Violations could result in stiff penalties, including loss of NHVA's tax-exempt status or the imposition of excise taxes.

Attorney McCue stressed, however, that it is important to ensure that NHVA representatives are able to fully exercise their constitutional rights to advocate for particular candidates, legislation, political parties, and public policies. The proposed NHVA Political Activity and Public Advocacy Policy therefore sets out procedures balancing these important concerns. Attorney McCue noted that a crucial factor in this approach, supported by IRS Revenue Ruling 2007-41, is that when a representative of a 501(c)(3) entity engages in political activity, the representative must clarify whether he or she is speaking as a private citizen or as a representative of the entity. Attorney McCue also noted that it can be helpful for nonprofit boards to adopt policy statements on which representatives can rely when asked to speak on behalf of the organization. For this reason, the Political Activity and Public Advocacy Policy proposes general policy statements supportive of the New Hampshire universal vaccine purchasing program that NHVA was created to support through an assessment mechanism.

Extensive discussion ensued as Board members explained other entities and causes for which they regularly advocate before the legislature. Many Board members expressed that they would appreciate having policies that help them ensure that they meet their fiduciary duties to NHVA, protect its tax-exempt status, and support its work. Ms. Condon asked how NHVA authorized the legal work for the proposed policies, and it was agreed that this should be discussed at a future meeting. Ms. Condon also noted that she contacted members of the legislature in advance of the meeting to express her opinion that the policies were inappropriate because she does not believe NHVA's mission is charitable, or that any policy position is within the corporate purpose or powers of NHVA. Attorney McCue responded that both the state and federal governments classify NHVA as a nonprofit and charitable entity that supports a state health program.

Ms. Bobinsky moved to table the discussion to a later date. Mr. Sky made a motion to adopt the Political Activity and Public Advocacy Policy without the public policy statements contained in Section B(2), and Ms. Bobinsky withdrew her motion and seconded Mr. Sky's motion. Ms. Condon requested that the vote be taken by role call, following which the vote failed to pass, as follows:

Ms. Bobinsky:	No because of the exclusion of B(2)
Ms. Condon:	No
Dr. Fredenburg:	No because of the exclusion of B(2)
Ms. Koskela:	No because of the exclusion of B(2)
Dr. Lamm:	No because of the exclusion of B(2)
Mr. Margus:	Abstain
Mr. Sky:	Yes
Ms. Tenney:	No because of the exclusion of B(2)

Following brief further discussion, Ms. Tenney requested that KidsVax® schedule a subsequent meeting to allow for additional review of the Political Activity and Public Advocacy Policy and the Communications Policy.

Upon motion duly made by Dr. Fredenburg and seconded by Ms. Bobinsky, it was

VOTED: To table the Political Activity and Public Advocacy Policy until a later meeting.

Upon motion duly made by Dr. Fredenburg and seconded by Ms. Bobinsky, it was

VOTED: To table the Communications Policy until a later meeting.

Upon motion duly made by Ms. Bobinsky and seconded by Dr. Lamm, it was unanimously

VOTED: To table the 2014 NHVA Annual Report to the Legislature until a later meeting.

2015 Legislative Matters

Attorney McCue updated the Board regarding the status of the technical amendment to RSA 126-Q. The goal of the amendment is to ensure that the Managed Care Organizations (MCOs) that manage New Hampshire's Medicaid program are not required to pay a state assessment for children who are eligible to have their vaccines paid for through the federal "Vaccines for Children Program." DHHS's proposed corrections to RSA 126-Q were submitted yesterday with the Governor's budget bill. It was the sense of the Board, however, that certain language could be improved to provide additional precision and clarity. Ms. Bobinsky agreed to discuss with DHHS representatives if and how the amendment can be clarified.

Ms. Tenney then noted that at its prior meeting, the Board authorized the creation of an ad hoc Legislative Committee and that she subsequently invited Board members to express an interest in serving on the Committee. Ms. Tenney again inquired if any other Board member wished to serve on this Committee, and there was no response. Upon motion duly made by Dr. Lamm and seconded by Mr. Sky, it was unanimously

VOTED: To appoint a Legislative Committee consisting of Susan Tenney and David Sky (or his designee), with assessment administrator assistance provided by Fred Potter, and legal counsel provided by Attorney Mark McCue.

There being no further business or public comment, at approximately 2:30 p.m., upon motion duly made by Mr. Sky and seconded by Ms. Bobinsky, it was unanimously

VOTED: To adjourn.

A true record.

Attest,

\_\_\_\_\_  
Fred L. Potter  
Secretary, Pro Tem



**AUTOMATED CLEARING HOUSE  
ELECTRONIC DATA INTERCHANGE  
Service Schedule**

<b>For Bank Use Only</b>		NHVA 2015-03-06 02.b.i. 1
TIN # (required) 75-3086725		
Account # (optional)		
Document Type: Treasury Services Agreement		
Aux Doc Type: ACH EDI Agreement		
Contact Name: Michelle Snow		
Phone: 720-904-4140		
Agreement Modified	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yes or		No

**Client Name:** New Hampshire Vaccine Association  
("Client")

**THIS SCHEDULE.** Client has decided to use the Service described below and KeyBank National Association ("Bank") agrees to provide the Service as stated herein. Client and Bank agree that the Service shall be performed in accordance with this Schedule and Client's selections, designations, authorizations and/or other instructions, and subject to the Master Agreement between Client and Bank for cash management services, a copy of which has been received and signed by Client (said agreement, together with all other addenda, exhibits and schedules attached thereto, collectively called the "Master Agreement"). This Schedule is hereby made a part of the Master Agreement. Reference to the "Schedule" or "Service Schedule" herein shall include the Master Agreement. All capitalized terms in this Schedule shall, unless otherwise defined herein, have the same meaning as ascribed to them in the Master Agreement.

**1. Service.** The Automated Clearing House ("ACH") and Electronic Data Interchange ("EDI") service ("Service") provided hereunder by Bank enables Client to originate Debit Entries, Credit Entries or both Debit Entries and Credit Entries to the accounts of Receivers at Bank ("On-us Entries") or at Receiving Depository Financial Institution ("RDFI") pursuant to the terms of this Schedule and the Rules of the National Automated Clearing House Association ("NACHA") or other automated clearing house(s) as applicable. (Such rules shall hereinafter be referred collectively as the "Rules"). The Service also enables Client to originate addenda records and other Entry Data that further describe the payment Entries. Bank shall receive from Client, or Client's agent, Entries and Entry Data originated in compliance with the formatting, media, deadlines and other requirements provided to Client by Bank, to enable Bank to process and transmit Entries and Entry Data pursuant to the terms of this Schedule and the Rules. Undefined terms used in this Schedule which are defined in the Rules shall have the meanings ascribed thereto in the Rules.

**2. Procedures.** Bank shall provide Client with technical requirements, operational procedures, and security procedures regarding the Service(s) selected as applicable. Client shall follow the requirements and procedures, which Bank may revise from time to time.

**3. Third-Party Sender.** In the event Bank permits Client to perform the services of a "Third Party Sender" for other

Originators as "Third Party Sender" is defined in the NACHA Rules, Client must submit to Bank a completed Third Party Sender Agreement in the form required by Bank. Client agrees that the terms of this Schedule shall apply to Client as Third Party Sender, in addition to the terms of the Third Party Sender Agreement.

**4. Risk Management; Credit Limits and Controls.** Notwithstanding anything set forth in this Schedule to the contrary, Client agrees that all ACH transactions that are handled by the Bank will be handled subject to the following:

A. Client shall promptly provide such information required by Bank and comply with procedures established by Bank from time to time for Bank to assess:

- (1) the nature of Client's ACH activity and the risks it presents,
- (2) Client's origination and return activity across multiple settlement dates, and
- (3) Client's creditworthiness.

B. Client will comply with the exposure limits established by Bank and will comply with restrictions established by Bank on the type or amount of ACH transactions that may be originated from time to time. Bank will monitor compliance with the exposure limits across all processing cycles for a given settlement date and across multiple settlement dates. If a file of payments exceeds the applicable file and/or exposure limit, processing will be suspended and authorized Bank personnel will make a determination on whether the file will be processed, deleted or otherwise returned to the Client. Bank will review the credit assessment periodically to ensure that recent economic conditions having a possible impact on Client's financial position are taken into consideration. Credit limits will be based on all credit relationships between Bank and Client.

C. If the Client's financial condition is deteriorating, Bank may require, and Client agrees, to pre-fund Client's account or take such other action as required by Bank, provided however, that Bank reserves its right to terminate the Services as provided herein.

D. From time to time, Bank may, in its discretion, require that Client irrevocably make available to Bank, in good and collected funds, the total amount of all Credit Entries prior to the time Bank processes the Entries ("Prefund"). If Client is required to Prefund, Client shall have sufficient funds in the Account (defined below) two (2) business days prior to the Settlement Date, and Client authorizes Bank to place a hold on the Account in the amount of Client's Credit Entries two (2) business days prior to the Settlement Date. If Client fails to Prefund the full amount of Credit Entries as required, Bank may, in its discretion, refuse to process such Credit Entries. If Client only partially Prefunds Credit Entries as required, Bank may, in its discretion, determine which Entries have been Prefunded or may refuse to process all Entries.

**5. Client Account.** Client shall maintain a designated account (the "Account") with Bank and hereby authorizes Bank to debit or credit such Account, as appropriate, in connection with Entries processed and transmitted by Bank in name of Client.

A. Credit Entries. Client shall maintain sufficient funds available for withdrawal in the Account on each Settlement Date to cover the aggregate amount of Credit Entries, processed and transmitted by Bank in the name of Client, to be settled that day. Bank shall debit the Account on each Settlement Date and may do so even though the debit may bring about or increase an overdraft. Any such overdraft shall be immediately due and payable by Client without notice or demand. If, in the reasonable opinion of Bank, Client's financial condition has become materially impaired, Bank may require Client to fund the Account in immediately available funds prior to the Settlement Date.

B. Debit Entries. Bank shall credit the Account on each Settlement Date in an amount equal to the aggregate amount of Debit Entries, processed and transmitted by Bank in the name of Client, to be settled that day. Bank need not make any deposit to the Account available for withdrawal until Bank has reason to know that the Debit Entries have been paid. In the event Bank fails to receive final settlement for a Debit Entry for whatever reason, Bank may charge back the amount thereof to the Account or claim a refund from Client.

**6. Entries and Entry Data.** Client shall transmit Entries and Entry Data to Bank in the content and form, and within the time deadlines, as required by Bank and indicated on Exhibit A to this Schedule. Bank may refuse or delay processing or transmittal of Entries, and Entry or Entry Data, including cancellations, reversals, error corrections or adjustments thereof, in the event Entries or Entry Data issued in the name of Client are not in accordance with mutually agreed security procedures, are unclear or incomplete or are not in compliance with Bank's requirements and procedures, or in the event of any other reasons satisfactory to Bank.

**7. Security Procedures.** Client and Bank shall comply with mutually agreed security procedures. All Entries and Entry Data issued in the name of Client are subject to verification by Bank pursuant to the security procedures. Bank may process and transmit Entries and Entry Data in the name of Client when verified by Bank pursuant to such procedures. Client acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. Client agrees that it will keep the security procedures strictly confidential and will take all steps to make sure neither Client nor any agent, employee, representative or any other affiliated party of Client reveals or provides access to any confidential information or security procedures to anyone other than Client's authorized users, and then only within Client's use of the Services for purposes of conducting transactions. Client shall be responsible for any unauthorized use or disclosure of all security procedure materials entrusted to it. Bank may deliver or disclose security procedure materials to any person designated by Client as an authorized representative on the appropriate authorization form. Client agrees to regularly read the security messages on the Bank's websites (including without limitation Key Total Treasury) and to implement and maintain safe and secure computing practices. Bank shall not be liable for any loss, damage, or liability which may arise from the unauthorized use of the security procedure.

**8. Processing and Transmittal of Entries and Entry Data.** In processing and transmitting On-us Entries and Entry Data, Bank shall debit or credit, as applicable, the accounts of Receivers on its books. In processing and transmitting Entries and Entry Data intended for the accounts of Receivers at RDFIs, Bank shall process and transmit such Entries and Entry Data to the ACH Network for processing and ultimate transmittal to RDFIs which have agreed to receive such Entries. The relationship between Bank and Client with respect to Entries and Entry Data issued in the name of Client and transmitted by Bank to the ACH Network, except as otherwise provided in this Schedule, shall be governed by the terms of the applicable Rules.

**9. Inconsistency of Name and Account Number.** Client acknowledges and agrees that if an Entry or Entry Data describes the Receiver inconsistently by name and account number, Bank may rely upon the account number, even if it identifies a person different from the named Receiver, and that Client's obligation to pay the amount of the Entry is not excused in such circumstances.

**10. Warranties and Indemnity.** Client agrees to all



warranties determined by the Rules. Without limiting the foregoing, Client warrants and agrees at the time of origination of each Entry that:

- A. Each Entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules;
- B. Client has complied with all pre-notification requirements of the Rules;
- C. Each Debit Entry is for a sum due and owing Client or is a correction of a previously transmitted erroneous credit entry;
- D. Client has identified itself to the Bank as the originator by use of a commercially reasonable method;
- E. Client uses commercially reasonable fraudulent transaction detection systems to 1) establish the identity of users who provide payment instructions in person, via the internet or by telephone and 2) verify the validity of routing-and-transit numbers contained within payment instructions. Additionally, Client warrants that it uses a secure Internet session and commercially reasonable security technology, which provides a level of security that, at a minimum, is equivalent to the applicable NACHA standard at the time this Schedule is signed;
- F. Client has provided adequate financial information to allow the Bank to monitor the Client's creditworthiness on an ongoing basis;
- G. Client has agreed to an exposure limit and agreed to procedures to review that exposure limit periodically;
- H. Client has agreed to certain procedures to enable the Bank to monitor entries initiated by the Client relative to its exposure limit across multiple settlement dates;
- I. Client has complied and will comply with all applicable laws and regulations, including without limitation the applicable terms of the federal and state Electronic Funds Transfer Acts, the Uniform Commercial Code Article 4A, and the NACHA Rules and shall perform its obligations under this Schedule and the Master Agreement in accordance therewith. Client has the capacity to perform its obligations in conformance with the NACHA Rules.
- J. Client shall be bound by and comply with the provisions of the NACHA Rules making payment of any Entry by an RDFI to a Receiver provisional

until receipt by RDFI of final settlement for such

Entry. Client specifically acknowledges that it has received notice of the rule regarding provisional payment.

- K. Client represents and warrants that Client has adopted, implemented and will maintain at all times commercially reasonable policies and procedures for the secure receipt, storage, transmission and destruction of personal information, including, without limitation, Data for ACH Entries, as required by applicable law, NACHA Rules and policies adopted by NACHA. Client will notify Bank immediately of any Breach. Client will cooperate fully with Bank in regard to any Breach, including, without limitation, providing any and all information requested by Bank in connection with such Breach.
- L. In addition to, and not as a limitation on, Client's indemnification obligations under the Master Agreement, Client shall indemnify Bank and hold it harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorney's fees and costs) resulting directly or indirectly from: (i) a breach of any Client warranty; (ii) the transmittal by Bank of Entries and Entry Data in accordance with Client instructions, including cancellations, reversals, error corrections or adjustments; or (iii) the delay or failure of an RDFI in debiting or crediting a Receiver's account.

**11. Entry Rejection by Bank.** In the event that Bank detects any errors in the Entries or Entry Data delivered by Client, Bank will give notice to Client by telephone no later than the time specified in Exhibit A attached hereto and made a part hereof, provided Entries and Entry Data are delivered to Bank no later than the time on the same day specified in Exhibit A. Client will thereafter furnish to Bank's computer operations center on the same day, a remake of the Entries and Entry Data no later than the time specified on Exhibit A.

**12. ACH Entry Rejection.** In the event that any ACH Entries or Entry Data are rejected by the ACH or any RDFI for any reason whatsoever, it shall be Client's responsibility to remake such ACH Entries or Entry Data; provided, however, that Bank shall remake such ACH Entries or Entry Data where such rejection was due to mishandling by Bank and correct data is available to Bank to permit it to remake such Entries or Entry Data. Client shall retain and provide Bank on request all information necessary to remake any File, Entries or Entry Data for three banking days after midnight of the Settlement Date.

**13. Cancellations or Amendments by Client.** Client shall have no right to cancel or amend any Entry after receipt of Entry by Bank. However, if a request by Client complies with the security procedures herein, the requirements specified in Exhibit A, and is in the format and media required by Bank, Bank shall use reasonable efforts to act on such request, but Bank shall have no liability if such cancellation or amendment is not effected. Client acknowledges that compliance with such a request is within the discretion of Bank and RDFI, and Client shall indemnify both Bank and RDFI from and against any and all claims, demands, losses, liabilities or expenses (including attorney's fees and costs) resulting directly or indirectly from compliance by Bank and the RDFI with such request.

**14. Record Retention.** Client agrees to keep all written authorizations required by the Rules on file for at least two years after such authorization has been terminated. Authorizations should be available upon request to Bank or RDFI.

**15. Compliance with Law.** Client agrees to comply with all applicable laws and regulations, including without limitation the applicable terms of the federal and state Electronic Funds Transfer Acts, the Uniform Commercial Code Article 4A, and the NACHA Rules. Client agrees that it will not initiate entries that violate the laws of the United States. Client shall perform its obligations under this Schedule and the Master Agreement in accordance with applicable law and the NACHA Rules. Client and Bank agree that each is bound by the NACHA Rules.

**16. OFAC.** Client agrees to comply with the sanctions enforced by the Office of Foreign Assets Control of the United States Treasury Department ("OFAC"). Client agrees, warrants and represents that it will not violate OFAC-enforced sanctions, and will not act on behalf of, or transmit funds to or from, any party subject to such sanctions.

**17. Audit.** Client agrees that Bank has the right to audit Client's ACH processes, controls and activities hereunder at the Bank's discretion.

**18. Third Party Service Provider.** In the event Client uses a third party service provider ("TPSP") to submit Entries on behalf of Client to Bank as ODFI, Client agrees as follows:

(a) Client shall provide Bank with information in writing regarding each TPSP, the activities to be performed by TPSP on behalf of Client, and the conditions under which TPSP shall perform such activities, and shall provide written notice to Bank of any change in such activities, or if a relationship with a TPSP is terminated or initiated. Client will provide additional information regarding TPSP as requested by Bank from time to time;

(b) Client is responsible for the activities of the TPSP as if

Client had performed such activities itself, and Client hereby waives any claim that Client is not responsible for TPSP's breach of this Agreement, any Applicable Law or the Rules, or any act or omission of a TPSP;

(c) Client will make each TPSP aware of the terms of this Schedule and the Master Agreement as amended from time to time and the requirements, compliance obligations and liabilities of TPSP hereunder and under the Rules and applicable law, including without limitation the terms of Exhibit A hereto, requirements regarding data quality, accuracy and security, and the performance of periodic audits including audits required by the NACHA Rules;

(d) All warranties made by Client under the Rules and this Schedule are made by Client on its own behalf and also on behalf of a TPSP for those activities performed by TPSP on Client's behalf;

(e) Client shall cause TPSP to execute and deliver to Bank the Third Party Service Provider Agreement in the form required by Bank; and

(f) Client shall defend, indemnify and hold Bank harmless from any and all claims, actions, demands, losses, damages, liabilities, costs, expenses (including without limitation reasonable attorneys' fees' and court costs) and the costs of settlement of claims, relating to or arising out of, directly or indirectly, in whole or in part, Client's use of a TPSP, a TPSP's breach of any provision of this Agreement, or of Applicable Law or the Rules, or the acts or omissions of a TPSP; this indemnity shall survive termination of this Schedule. Client agrees that Client's failure to disclose to Bank Client's use of TPSP or update information regarding a TPSP shall have no effect on Client's liability and responsibilities under this section.

**19. Termination.** In addition to any termination rights in the Master Agreement, Bank may immediately terminate this Schedule and the Services at any time for any reason or no reason upon written notice to the other party. If the NACHA Rules or the Uniform Commercial Code requires, permits or otherwise provides for the return or chargeback of an item or transaction within a specified period of time, Client agrees to maintain sufficient funds in an account at Bank for such period of time after termination of the Services for settlement of such returns or chargebacks. Client agrees that Bank may place a hold on the Account during such period if Bank determines in its commercially reasonable judgment exercised in accordance with prudent banking practices that it is necessary to preserve funds in the Account for returns and chargebacks. In the event of any termination, all fees incurred under this Agreement

so terminated shall become immediately due and payable. All warranties of the Client made herein and obligations of Client that arose prior to termination shall survive the termination of this Agreement and the processing of any item, entry or payment order which may be applicable thereto, shall bind the successors and permitted assigns of the Client and shall inure to the benefit of Bank, its successors and assigns.

**20. Governing Law.** This Service Schedule shall be governed by the laws of the State of Ohio (without regard for conflict of law rules) and applicable federal law, but with respect to all fees and charges related to the Account and the Services provided herein, federal law alone shall control.

**21. Complete Agreement.** The parties agree that the Service Schedule and this Master Agreement constitute the complete and exclusive expression of the terms of this agreement between the parties regarding the Service and the matters covered hereunder. To the extent there is any conflict among this Agreement, the Service Schedules, or the Deposit Account Agreement, the terms of the Service Schedule shall control.

**22. Amendments.** The Bank may change, add or delete the terms of this Service Schedule upon thirty (30) days prior notice to Client in writing or by electronic means. Client's continued use of or failure to terminate any Service after the effective date of the change will evidence Client's agreement to the change.

**Client:** New Hampshire Vaccine Association

By: \_\_\_\_\_  
Signature Date

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

#### **KEYBANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Signature Date

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

**EXHIBIT A**  
**Automated Clearing House Electronic Data Interchange Service Schedule**  
**SERVICE LEVELS FOR ELECTRONIC FUNDS TRANSFERS**

**I) Delivery of Input Data**

**ACH transactions initiated via Direct Transmission:**

Delivery of Input Data to be entered into the ACH is to be delivered not later than **9:00 p.m. EST** on the "banking day" scheduled for delivery.

**ACH transactions initiated via Key Total Treasury:**

Delivery of Input Data to be entered into the ACH is to be delivered not later than **8:00 p.m. EST** on the "banking day" scheduled for delivery.

Data for Debit Entries is to be delivered no later than one banking day before the Settlement Date.

Data for Credit Entries is to be delivered no later than two banking days before the Settlement Date. If a Credit Entry file is delivered less than two (2) days before the Settlement Date, the Bank may, on its own initiative and without liability, endeavor to process the Credit Entry file. However, the entry may be subject to delayed posting at the RDFI if any processing delays occur at the ODFI, the ACH Operator, or the RDFI. The Client agrees and understands that in such an event the Bank shall have no liability to the Client for any posting delays.

A "banking day" shall mean any day on which the ACH and the main office of the Bank are both open for business, but shall not include any Saturday, Sunday, or holiday.

**II) File Deletions and Remake Capabilities**

Section I establishes delivery schedules and a cut-off time for processing, but allows no provision for error correction or adjustment by the Client, provision for which is made herein.

**a. For files received for same day or next day settlement,** data must be delivered by the Client to BANK'S OPERATIONS CENTER in accordance with the terms of the Schedule under the following schedule in order to allow sufficient time for processing:

- Data to be delivered to Bank by 9:00 a.m. EST
- Error notification by Bank to Client by 10:30 a.m. EST
- Remade data file delivered to Bank by 11:00 a.m. EST
- **b. For files received prior to same day or next day settlement,** Client is able to remake file according to deadlines listed in Section I.

**III) Maintenance Requests**

As an alternative to the Remade Data File, the Bank will accept up to five (5) adjustment requests. These requests will be accepted via fax submitted in writing in a form provided by the Bank. A fee as stated in the fee schedule provided to Client by Bank will be charged for each adjustment processed. **Bank will process all adjustments submitted pursuant to the terms hereof, but does not guarantee that adjustments will be completed.**

**a. Maintenance Requests (Deletes).** In order to delete a credit transaction, Bank must receive Client's adjustment request by 3:00 p.m. EST, three (3) days prior to the transaction's effective date. In order to delete a debit transaction, Bank must receive Client's adjustment request by 3:00 p.m. EST, two (2) days prior to the transaction's effective date. If the request falls outside the abovementioned specifications, Bank will use reasonable efforts to delete the credit or debit transaction.

**b. Maintenance Requests (Reversals).** In the event Bank is unable to delete a transaction, Bank will initiate a reversal transaction up to five (5) banking days following the Settlement Date to comply with the "five day rule" in the NACHA Rules. Requests for reversals can be submitted to Bank's Operations Center prior to 3:00 p.m. EST of the fifth day. Bank's Operations Center" means the AUTOMATED CLEARINGHOUSE (ACH) OPERATIONS SECTION of Bank's Operations Center, located at 4910 Tiedeman Road, Cleveland, OH 44144 or 17 Corporate Woods, Albany, NY 12205.

**For Bank Use Only**

TIN # (required): 75-3086725

Account # (optional):

Document Type: Treasury Services Agreement

Aux Doc Type: Client Master Agreement

Contact Name: Michelle Snow

Phone: 720-904-4140

Agreement Modified ☐ Yes or ☒ No

## CASH MANAGEMENT SERVICES MASTER AGREEMENT

**KEYBANK NATIONAL ASSOCIATION ("Bank")**

127 Public Square  
Cleveland, Ohio 44114

Client Name ("**Client**"): New Hampshire Vaccine Association  
Client Street Address: C/O Kids Vax, LLC 125 North State Street  
City, State, ZIP: Concord, NH 03301

Bank, or any Bank Affiliate(s), as the case may be, agree to perform, and Client agrees to purchase, cash management Service(s), as defined below. Client understands and agrees that Bank, in providing Services to Client from time to time, is relying on Client's representations, warranties and agreements herein, and all Services shall be and remain subject to this Master Agreement whether Services were purchased prior to the date hereof, on the date hereof, or after the date hereof. Client and Bank agree to the terms and conditions below.

**1. Definitions.**

(a) "Bank" shall mean KeyBank National Association and any Bank Affiliate(s), which may, from time to time, provide Service(s) for the Client.

(b) "Bank Affiliate(s)" shall mean any direct or indirect subsidiary (other than the Bank) of KeyCorp and its successors.

(c) "Banking day" shall mean any day other than a Saturday, Sunday, or a day on which Bank is authorized or required to close according to applicable law.

(d) "Client" shall mean the entity identified above as "Client" and shall include all entities listed on Exhibit A attached hereto and made a part hereof.

(e) "Client Affiliate" shall mean any entity that is a subsidiary of, or is affiliated with, Client, as identified on Exhibit A attached hereto and made a part hereof.

(f) "Deposit Account Agreement" shall mean the Deposit Account Agreement and Funds Availability Policy and Deposit Account Fees and Disclosures as amended from time to time governing the Client's deposit account with the Bank.

(g) "Internet" means the global, publicly accessible, network of interconnected computer networks that transmit data using the standard internet protocol.

(h) "Master Agreement" shall mean this Master Agreement, any Service Schedules and the Deposit Account Agreement.

(i) "MICR" shall mean magnetic ink character recognition.

(j) "Service(s)" shall mean any cash management services undertaken by the Bank for the Client, now or in

the future, including, without limitation, services with separate Service Schedules, and services without separate documentation.

(k) "Service Schedule(s)" shall mean a written agreement other than the Master Agreement, including without limitation service agreements or schedules by which Bank undertakes to provide Services to the Client, regardless of whether such Service Schedule is executed at the same time as this Master Agreement or at an earlier or later date.

**2. Account Documentation.** Client will execute and deliver to Bank such account documentation as Bank deems necessary. Bank will, in its sole discretion, determine the adequacy of such documentation, and may refuse to provide the Service(s) until such documentation is received by Bank. Client agrees promptly to notify Bank of any changes to any information presented in the account documentation.

**3. Client's Records and Media.** Prior to the implementation of the Service(s), Client agrees to provide to Bank all records and data processing media necessary to perform the Service(s). The records will be legible, correct, complete and in the format specified in the Service Schedule(s), service manual(s) and related schedules. Checks will be MICR encoded according to the Bank's specifications. Bank will, in its sole discretion, determine the adequacy of the information and the format in which it is submitted, and may refuse to provide the Service(s) until such information and/or format is deemed satisfactory.

**4. Software Provided in Connection with Performance of Service(s).** All software, specifications, tapes or other media, programs and procedures owned by the Bank or its service providers and used in connection with the performance of the Service(s), will be and remain the sole property of the Bank and will not be modified or altered in any way or used for any other



purpose by the Client. The terms of all license and copyright notice requirements shall be complied with by the Client.

**5. Client Failure to Furnish Satisfactory Records and Media.** The Bank's performance under this Master Agreement is subject to the Bank's receiving timely, accurate and complete data for each Service, in form and on media specified by the Bank. If any of these requirements are not met by Client, the Bank shall: a) no longer be bound to any delivery schedule set forth in the Service Schedule(s), and b) be authorized to deliver as complete and finished whatever portion of the Service(s) that can be performed with the data available.

**6. Client's Duty to Inspect.** Client must inspect all Service(s) performed and notify the Bank within thirty (30) days after the material containing the error or of a report or statement reflecting the error is mailed or otherwise made available. Except to the extent required by law, failure to notify the Bank of errors within this time will relieve the Bank of any and all liability.

**7. Confidentiality.** Each party understands and acknowledges that the other party may gain access to software or documentation owned or licensed by, or to certain information, material or data of a confidential nature, including, without limitation, trade secrets relating to, such party or its businesses or operations ("Confidential Information" as defined below). Each party agrees to keep all such information, material, or data confidential. Each party acknowledges that the other party shall have the right to take all reasonable steps to protect its interest in keeping the foregoing confidential, including, but not limited to, injunctive relief and any other remedies that may be available at law or in equity.

"Confidential Information" means all information that is not generally known to the public and in which either party has rights, which information is marked confidential, restricted or proprietary by the party having rights in the same, or which under all the circumstances ought reasonably to be treated as confidential or proprietary, including this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (b) was known to the receiving party as of the time of its disclosure and acquired in a lawful manner; (c) is independently developed by the receiving party without reference to the Confidential Information; (d) is subsequently learned from a third party (i.e., not Client, Bank or any of their respective employees or agents) not subject to an obligation of confidentiality with respect to the information disclosed; or (e) required to be disclosed in a judicial, regulatory or administrative proceeding.

In the event Client knows or reasonably believes that there has been any unauthorized acquisition of or access to data that compromises the security, confidentiality, or integrity of "personal information" maintained by or for Client (a "Breach"), Client shall take the following actions: (i) immediately notify Bank of such Breach; (ii) identify to Bank what specific data, by customer and/or account number has or may have been Breached; (iii) monitor any affected accounts for any unusual activity (if appropriate); (iv) take measures to contain and control the incident to prevent further unauthorized access; (v) remedy the circumstances that permitted such Breach to occur; and (vi) cooperate with Bank as necessary to facilitate Bank's compliance with any applicable federal or state law regarding unauthorized access of customer personal information. For the purposes of this section, "personal information" shall include any one of the following: a person's name, social security number, telephone number, driver's license or state ID number,

account number, credit/debit card account number, access code, password, identification number, or security code.

**8. Limitation of Liability; Disclaimer of Warranties.** Except to the extent required by law, the Bank's duties and liabilities will be limited to those set forth herein. The Bank will exercise reasonable care in providing the Services. The Bank's liability shall be limited to actual damages sustained by Client and only to the extent such damages are a direct result of the Bank's gross negligence or willful misconduct. The liability of the Bank in all these instances shall not exceed the recovery of funds erroneously processed or not processed. The Bank shall not be liable for damages caused by any act or omission of any third party, or for any charges imposed by any third party. In no event shall the Bank be liable for special, incidental, punitive or consequential loss or damage of any kind including, but not limited to, lost profits (whether or not the Bank has been advised of the possibility of such loss or damage). Bank shall have no liability hereunder to any third party. The Bank shall be relieved of liability where the Bank performs any Service in accordance with any instruction or information provided by Client or Service Schedule(s), and the Bank may rely on the accuracy of any information set forth in the Service Schedule(s). Bank does not make any warranties, expressed or implied, with respect to the Service(s), Client's direct access thereto, or the software, components, systems, specifications, programs, documentation, manuals and accessories used in conjunction therewith.

BANK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. Fees.** Client shall compensate the Bank for Service(s) in accordance with the Bank's fee schedule and shall be liable for all taxes applicable to the Service(s). The Bank may amend the fee schedule at any time and will give written notice to Client of changes in fees for Service(s) then used by Client. Bank may debit Client's account for payment of charges then due unless Client arranges for another payment procedure acceptable to Bank.

**10. Overdrafts; Set-off.** In the event any actions by Client should result in an overdraft in any of its accounts, Client is responsible for repaying the overdraft immediately, without notice or demand, together with interest thereon at a rate determined in accordance with Bank's fee schedule in effect from time to time. Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed it in connection with the Service(s) against any debt or deposit owing to the Client by the Bank or any Bank Affiliate, or property of Client in Bank's or Bank Affiliate's possession or control.

**11. Financial Condition and Credit Limits.** The Client agrees to provide financial statements (the quality of which to be defined by the Bank) for any time period requested by the Bank. The Client also authorizes the Bank to obtain credit reports on the Client at any time. In the event the Service(s) selected by Client result in unacceptable credit exposures to the Bank or affect the amount of capital required or expected to be maintained by the Bank or its parent under any law, regulation, guideline, or request from any central bank or governmental authority; or if the Client fails to provide the Bank with any credit, financial or other information the Bank may require from time to time, the Bank may, in its discretion, immediately cancel the Services contemplated herein, or limit Client's transaction volume or dollar amount.

**12. Security Procedures.** If the Service(s) are subject to

security procedures, Client agrees that it shall be solely responsible to assure that such security procedures are followed by Client, as they may be amended from time to time. If such procedures are violated, Client agrees to promptly notify Bank of any such violation or breach. Client acknowledges that it has reviewed all applicable security procedures, has selected its preferred security procedure where applicable, and has determined that such procedures are commercially reasonable. Client agrees that it will keep the security procedures strictly confidential and will take all steps to make sure neither Client nor any agent, employee, representative or any other affiliated party of Client reveals or provides access to any confidential information or security procedures to anyone other than Client's authorized users, and then only within Client's use of the Services for purposes of conducting transactions. Client shall be responsible for any unauthorized use or disclosure of any security procedures and all security procedure materials entrusted to it. Client agrees to regularly read the security messages on the Bank's websites (including without limitation KTT) and to implement and maintain safe and secure computing practices. Bank shall not be liable for any loss, damage, or liability which may arise from the unauthorized use of the security procedure.

**13. Third Party Provider.** Client agrees that Bank may arrange for some or all of the Services and/or software to be provided or performed by third party providers including Bank Affiliates (each a "Provider"). The use of a Provider to perform Services shall not relieve Bank of its obligations under this Agreement.

**14. Indemnification.** The Client shall defend, indemnify and hold the Bank harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) asserted by a third party relating to or arising out of this Master Agreement or any Service Schedule(s); provided, however, that the Bank shall have no right to be indemnified hereunder for its own bad faith or willful misconduct as determined by a court of competent jurisdiction.

**15. Internet.** Certain of the Services or functionality of the Services may be provided through the Internet. Bank recommends that Client have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. In no event will Bank have any liability in connection with and shall not be responsible for (a) inability to connect to or use any Service via the Internet or inability to communicate with Bank via the Internet or any website resulting from a problem with an Internet service provider or online service provider, failure of Client's systems or otherwise, (b) unknown hazards of Internet use, including, but not limited to interception of any information relating to Client or its transactions, or any application errors in or security breaches of any Internet browser, or (c) any data that is lost or destroyed in connection with the use of the Internet.

**16. Key Total Treasury.** Key Total Treasury is Bank's online banking system ("KTT"). After completion of the appropriate documentation, acceptance of applicable online agreements, and upon notice from Bank, Client may communicate instructions and other information, enter into transactions and access Services by accessing the Internet. Client acknowledges receipt of the security procedures for KTT and agrees that they are commercially reasonable for the instructions, transactions, communications and Services accessed by Client using KTT. Client agrees that it is responsible for each request, transaction, or other communication initiated using Client identifiers and security procedures issued by Bank to Client. Client covenants and agrees that Client may only use KTT to initiate funds transfers

on its own behalf and in Client's own name. Client will not use KTT to initiate funds transfers on behalf of Client's customers or other third parties.

**17. E-mail.** Client acknowledges that Bank may provide email notifications relating to Client's use of KTT or otherwise regarding the Services ("E-mail Notices"). Except as set forth in Section 30 regarding Electronic Records Disclosures below, Client agrees that Bank provides E-mail Notices as a courtesy only to Client and that it is Client's responsibility to access KTT in order to view transactions and information regarding activity in KTT and to monitor Client's Services and accounts hereunder. Client's receipt or lack of receipt of any E-mail Notice has no effect as to the transactions or information. Unencrypted e-mail is not secure. Client agrees not to rely on e-mail if Client needs to communicate with Bank immediately. Client should not use e-mail, or reply to any e-mail, to send Bank Client's confidential information. Bank will not take action based on Client's e-mail request until Bank actually receives Client's message and has a reasonable opportunity to act. Client agrees to update its e-mail address on Bank's records and to maintain at all times a valid and active e-mail address at an Internet service provider. Client waives any claim based on any erroneous or incomplete E-mail Notice, Client's failure to receive an E-mail Notice, or Bank's failure to send any E-mail Notice.

**18. Term.** Either party may terminate this Agreement or any Service Schedule at any time for any reason or no reason upon written notice to the other party, provided, however, unless otherwise stated in the notice, such termination shall not be effective until thirty (30) days after receipt of such notice by the receiving party. In the event of any termination, all fees incurred under this Agreement so terminated shall become immediately due and payable. All warranties of the Client made herein and obligations of Client that arose prior to termination shall survive the termination of this Agreement and the processing of any item, entry or payment order which may be applicable thereto, shall bind the successors and permitted assigns of the Client and shall inure to the benefit of Bank, its successors and assigns.

**19. Force Majeure.** The Bank shall bear no responsibility for non-performance of one or more Service(s) caused by an event beyond its reasonable control, such as: fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents the Bank from operating normally.

**20. Severability.** If any provision of this Master Agreement or any Service Schedule(s) shall be determined by a court of competent jurisdiction to be unenforceable, that provision shall be interpreted so as to achieve, as much as possible, the purposes intended by the original provision, and the remaining provisions of the Service Schedule(s) and this Master Agreement shall continue intact.

**21. Governing Law.** This Agreement and Service Schedule(s), and all deposit accounts ("Accounts") held at Bank shall be governed by the laws of the State of Ohio (without regard for conflict of law rules) and applicable federal law, but with respect to all fees and charges related to your Account(s) and the Services provided herein, federal law alone shall control.

**22. Complete Agreement.** The parties agree that the Service Schedule(s) and this Master Agreement constitute the complete and exclusive expression of the terms of this agreement between the parties regarding the Service(s) and the matters

covered hereunder. To the extent there is any conflict among this Agreement, the Service Schedules, or the Deposit Account Agreement, the terms of the Service Schedule shall control.

**23. Independent Contractor.** Client agrees that in performing the Service(s) hereunder, the Bank will be acting as an independent contractor and not as an employer, employee, partner, or agent of Client.

**24. Amendments.** The Bank may change, add or delete the terms of this Master Agreement and any Service Schedule(s) upon thirty (30) days prior notice to Client in writing or by electronic means. Client's continued use of or failure to terminate any Service after the effective date of the change will evidence Client's agreement to the change.

**25. Assignment.** This Master Agreement and Service Schedule(s) shall not be assigned or otherwise transferred by the Client without the prior written consent of the Bank.

**26. Authorization.** Client, and each of them if more than one, warrants and represents on the date hereof and on any date any Service is performed, that (i) Client is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (ii) there are no provisions of any law, or any certificate of incorporation or by-laws, or any agreement of any kind, nature or description binding upon Client which prohibits Client from entering into or performing under this Master Agreement and Service Schedule(s); (iii) the execution and performance of this Master Agreement and Service Schedule(s) has been duly authorized; and (iv) this Master Agreement and Service Schedule(s) are binding obligations of Client.

(b) The undersigned warrants and represents as to Client, and each of them if more than one, that (i) the undersigned is an officer of Client duly authorized to act on behalf of Client ("Authorized Officer"); (ii) Client has taken all action required by its organizational documents to authorize the Authorized Officer to execute and deliver this Master Agreement and Service Schedules and to bind Client thereto; (iii) Authorized Officer is duly authorized to designate employees or agents of Client to act in the name of and on behalf of Client with regard to the Services; (iv) without limiting the generality of the foregoing, Authorized Officer is duly authorized to give Bank direction regarding the withdrawal, disbursement, or other transfer of funds by wire, computer, automated clearing house, or other electronic means and to delegate employees and agents of Client to give Bank direction regarding such transfers; and (v) Client has received a copy of the Master Agreement.

(c) Client, and each of them if more than one, covenants and agrees that Bank is relying on the authority of the Authorized Officer to act on behalf of Client, including any and all of the entities listed on Exhibit A, and waives any defense or other claim that the Authorized Officer was not authorized to act on behalf of any Client in regard to the Services.

**27. Compliance with Law.** Client shall comply with all valid laws and regulations now in effect or hereafter promulgated by any properly constituted governmental authority having jurisdiction over Client and Client's business.

**28. Waiver.** Failure of a party to insist upon strict adherence to any term of this Master Agreement on any occasion shall not deprive the forbearing party of the right thereafter to insist on strict adherence to that term or any other term in this Master Agreement. Any waiver of a breach shall not be construed as a waiver of any subsequent breach, whether or not similar.

**29. Communications.** Unless otherwise specified in a Service Schedule, all notices required to be given hereunder or

under any Service Schedule(s) may be given in writing, telephone or fax addressed to the Bank or the Client at the address appearing on the first page of this Master Agreement or such other address as specified by either party in writing. Notices shall be effective upon receipt except as otherwise specified. Any notice which is required to be given to Client pursuant to this Master Agreement or any Service Schedule, shall be sufficient as to each and every Client if more than one, when provided to Client at the address listed on the first page of this Master Agreement. If Client chooses to use unencrypted electronic mail ("email") or other insecure method to communicate with Bank, Client agrees to bear the risk that its email may be corrupted, modified, or hacked, or its confidentiality may be otherwise breached by a third party, and the risk that Bank may rely on the email, which appears to be from Client, but is unauthorized, and such reliance results in a loss.

**30. Electronic Records Disclosure.** (a) Client agrees to receive electronic delivery of statements, images, records, agreements, disclosures, notices, and other information ("Electronic Records") for Client's accounts at Bank as designated by Client in writing to Bank from time to time ("Designated Accounts"). The Electronic Records will be available via access through a secure website such as Key Total Treasury or Key Business Online or such other website as Bank establishes from time to time ("Website"). Client may elect to receive one or more Electronic Records for each Designated Account. Bank will notify Client from time to time regarding what records are available as Electronic Records.

(b) For records that Client has not selected to receive electronically through the Service, Bank will deliver such records in paper form and Bank's standard fee then in effect and charged for paper delivery of records will apply. For records that Client has selected to receive electronically through the Service, Client may request a paper copy of an Electronic Record previously delivered and Bank's standard fee then in effect and charged for paper delivery of records will apply. Even though Client has requested electronic delivery of selected Electronic Records through the Website, Bank may, at its discretion, deliver certain Electronic Records in paper form, however, in such case no fee will be charged. A paper copy of Electronic Records can be obtained until the copy is no longer required to be maintained as a record for the Designated Account under applicable law or regulation.

(c) Client will receive notice advising Client that Electronic Records of Statements and Wire Advices for Designated Accounts have been posted to the Website by e-mail ("Alert Notice") sent to the e-mail address selected and confirmed by Client ("E-mail Address"). Client may select and confirm one or more E-mail Addresses, however, Client agrees that an Alert Notice sent to any one of the E-mail Addresses shall constitute notice to Client. This Alert Notice will be the only notice Client will receive. As used herein, "Statement" means the account statement for an account and "Wire Advice" means a notice to Client of an incoming wire transfer to an account; both are "Electronic Records" hereunder. Client agrees that any and all Alert Notices sent by Bank to any of the E-mail Addresses will constitute sufficient and effective delivery and notice to Client of information contained in Client's Statements and Wire Advices whether or not Client accesses or reviews the Alert Notice, Website or specific Electronic Record, and shall be deemed to have been delivered to Client, whether actually received or not.

Client agrees to maintain computer capability and access to the Website in a manner that gives Client continuous ability to access, review, download and print Client's Electronic Records and to receive and access e-mail Alert Notices to Client at each of the E-mail Addresses. Client must immediately advise Bank



of all changes or updates to any E-mail Address or if such E-mail Address becomes inoperative or inactive and to immediately identify another E-mail Address to be used for the Service. If Bank attempts to send an Alert Notice to any E-mail Address and receives two (2) consecutive reports from an e-mail service provider or other source that the e-mail is undeliverable, Bank may, at Bank's sole discretion, automatically unenroll Client and cancel the Service for all Designated Accounts and Client may begin receiving account records through the U.S. Mail subject to the terms hereof, including, without limitation, any applicable fees. It is Client's sole responsibility, whether the content of such Alert Notice is delivered by mail, electronic mail or other electronic means, to access and review promptly its own Electronic Records for its Designated Account. The Electronic Records are delivered in a manner to allow Client immediate access to download and print the Electronic Records on its personal computer.

(d) Certain risks are associated with the transmission of confidential Electronic Records and Alert Notices through the internet including but not limited to unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. E-mail is not private or secure. Alert Notices sent to Client by e-mail are unencrypted, automatic alerts. Client acknowledges that an Alert Notice could be seen or intercepted by others if delivered to Client's business address or other computers or electronic devices not exclusively under Client's control. This means that a person who is able to access Client's e-mail will be able to view information relating to Client's Designated Account contained in the Alert Notice. Client will not respond to the Alert Notice by return e-mail, or use it to request information, service, paper copies or other items or to revoke consent. Bank will not be responsible to act upon requests made in that manner.

**31. Jury Trial Waiver.** Both the Client and the Bank hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either the Client or Bank against the other.

**32. Fraud.** This Agreement provides certain precautions Client can take to decrease the risk of fraud, which are in addition to other reasonable precautions Client can or should take to decrease the risk of fraud generally, and as relates to Client's particular circumstances. Bank will make available to Client certain products and services that will assist Client in decreasing the risk of fraud. Client agrees that if Client fails to implement any of these products or services, or if Client fails to take such precautions, Client will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and that Bank will not be required to pay such item, re-credit Client's account, or otherwise be liable for such item.

**33. Lockbox.** If Client utilizes Bank's lockbox services ("Lockbox Services"), Client agrees that the following terms and conditions shall apply: (a) Foreign items received through the Lockbox Services will be credited to Client's account at such time as Bank receives final payment for such items. The term "foreign item" is an item (check) not drawn on a U.S. bank, or is not payable in U.S. dollars; and (b) If in regard to the Lockbox Services Client requests, verbally or in writing, that Bank return checks bearing a restrictive endorsement or legend (e.g., "final payment", "paid in full" or words of similar meaning), Client agrees that Bank does not accept responsibility for Bank's failure to discover and return such items.

**34. Client Affiliates.** Any Client Affiliate(s) shall, if they are identified on Exhibit A hereto, also be deemed to be parties to

this Master Agreement and any Service Schedule(s) executed by Client. Client represents and warrants, on behalf of, and at the direction of, each Client Affiliate that the Authorized Officer appointed by Client (a) is hereby deemed to be an authorized representative of each Client Affiliate, and is duly authorized to act on behalf of each Client Affiliate, (b) each Client Affiliate has taken all action required by its organizational documents to authorize such Authorized Officer to execute and deliver this Master Agreement and any Service Schedule(s) and to bind each Client Affiliate thereto, and (c) unless otherwise designated in writing by both Client and any respective Client Affiliate, the Authorized Officer is authorized to act in the name of, and on behalf of, each Client Affiliate with regard to this Master Agreement and any Service Schedule(s). Client further represents and warrants that each Client Affiliate has received a copy of this Master Agreement and any Service Schedule(s). By executing this Master Agreement, Client, on behalf if itself, and any Client Affiliate, agrees that Client shall be liable for any obligations of Client or any Client Affiliate under this Master Agreement and/or any Service Schedule(s). Client, for itself, and on behalf of any Client Affiliate, further agrees to indemnify and hold Bank harmless for any claim, loss, cost, expense, or damages resulting from any action taken as a result of Bank's reliance on Client's signature on this Master Agreement, whether for itself or on behalf of any Client Affiliate. Any notice which Bank is required by this Master Agreement or any Service Schedule(s) to provide to Client or any Client Affiliate shall be provided only to Client. Each such notice shall be deemed to constitute notice to all parties to this Master Agreement and any Service Schedule(s) and shall satisfy the notice requirement set forth herein.

**By signing below, the undersigned Authorized Officer of Client understands and agrees that he/she is signing on behalf of the Client whose name appears immediately below and on behalf of each and every other Client and Client Affiliate listed on the "Client List," attached hereto as Exhibit A, and made a part hereof.**

**Client:** New Hampshire Vaccine Association

By: \_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title

#### KEYBANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title

**ADDENDA AND SERVICE SCHEDULES ATTACHED**

- |  |   |
|--|---|
| <input type="checkbox"/> Guaranty Addendum to Master Agreement   | <input type="checkbox"/> Key Accounts Manager Agreement   |
| <input type="checkbox"/> ACH Direct Service Schedule   | <input type="checkbox"/> Key Capture® Service Schedule  |
| <input checked="" type="checkbox"/> Automated Clearing House Debit Protection Service Schedule   | <input type="checkbox"/> Key Capture® Service Schedule Third Party Provider/Related Entity        |
| <input type="checkbox"/> Automated Credit Sweep Service Schedule   | <input type="checkbox"/> Key Capture® Plus Service Schedule                                       |
| <input type="checkbox"/> Automated Clearing House Electronic Data Interchange Service Schedule Exhibit A   | <input type="checkbox"/> Key Capture® Plus Service Schedule Use of Third Party                    |
| <input type="checkbox"/> Automated Clearing House Returned Check (RCK) Service Schedule  | <input type="checkbox"/> KeyPay Service Schedule  |
| <input type="checkbox"/> Automated Clearing House Accounts Receivable Conversion ( <b>ARC</b> ) Back Office Conversion ( <b>BOC</b> ) Service Schedule | <input type="checkbox"/> Key Liquid Reserve Service Schedule                                      |
| <input type="checkbox"/> Automated Investment Sweep Account Service Schedule   | <input type="checkbox"/> KeyPatient POS <sup>(SM)</sup> Service Schedule                          |
| <input type="checkbox"/> Bill Pay Consolidator Service Schedule  | <input type="checkbox"/> Payment Protection Service Schedule                                      |
| <input type="checkbox"/> Centralized Returns Items   | <input type="checkbox"/> Payment Management Services Service Schedule                             |
| <input type="checkbox"/> Consolidated Payables Service Schedule  | <input type="checkbox"/> Positive Pay Service Schedule  |
| <input checked="" type="checkbox"/> Electronic Record Delivery Service Schedule & Exhibit A  | <input type="checkbox"/> Third Party Funds Transfer Addendum to Wire Transfer Service Schedule    |
| <input type="checkbox"/> International ACH Transactions Addendum to Automated Clearing House/Electronic Data Interchange Service Schedule              | <input type="checkbox"/> Third Party Service Provider Agreement                                   |
| <input type="checkbox"/> International Draft Payment Facility Addendum   | <input type="checkbox"/> Third Party Sender Agreement – ACH Services                              |
| <input type="checkbox"/> International Draft – Payment Facility Service Schedule   | <input type="checkbox"/> Wire Transfer Service Schedule   |
|  | <input type="checkbox"/> Wire Transfer Service Payment Authorization Form                         |
|  | <input type="checkbox"/> Universal Payment Code (UPIC) Addendum                                   |
|  | <input type="checkbox"/> Modification Addendum (to be used for revisions to any of the foregoing) |

**EXHIBIT A**

**CLIENT LIST**

**Each of the following companies is a “Client” as defined in the Master Agreement:**

[illegible]

**For Bank Use Only**  
TIN # (required) 75-3086725  
Account # (optional)  
Document Type: Treasury Services Agreement  
Aux Doc Type: Electronic Delivery Agreement  
Contact Name: Michelle Snow  
Phone: 720-904-4140  
Agreement Modified ☐ Yes or ☐ No

## Exhibit A

<b>Client Name:</b> New Hampshire Vaccine Assoc	<b>For Bank Use Only</b>	
	<b>IPI No:</b>	<b>Bank No:</b>

Check all that apply

Discontinue Paper Account Analysis Statement ☐

Discontinue paper documents for <i>select</i> accounts						
		Monthly Statements	Check Image Statements	Daily Sweep Confirmations	Wire Advices	Account Recon Reports
All Accounts/Type		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account No.	Account Title					
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Business/Public Entity Depository Certificate

**Company Name:** New Hampshire Vaccine Association  
**State of Organization:** New Hampshire  
**Principal Address of Business:** 125 North State Street, Concord, NH 03301

☐ **LIMITED LIABILITY COMPANY:** The undersigned hereby certifies to KeyBank National Association ("Bank") that each is a member / manager of the above-named limited liability company ("Company"), which is duly organized, validly existing and in good standing under the laws of the state of its organization, with its principal place of business at the above address, and further certifies that each of them is either (a) a member and the management of the Company is reserved to its members, or (b) a manager and the management of the Company is reserved to its managers, and in consideration of the acceptance of the Company's depository accounts by Bank, the Company hereby agrees to and adopts the resolutions below.

☐ **PARTNERSHIP:** The undersigned hereby certifies to Bank that each is a partner of the above-named partnership ("Company") with its principal place of business at the above address, and further certifies that each of them is a duly authorized general partner of the Company; and in consideration of the acceptance of the Company's depository accounts by Bank, the Company hereby agrees to and adopts the resolutions below.

☐ **SOLE PROPRIETORSHIP:** The undersigned hereby certifies that he/she is the sole owner of the above-named business with its principal place of business at the above address ("Company"), which is a trade name used by the Company for the conduct of this business, and further certifies that the Company is an unincorporated form of business, and in consideration of the acceptance of the Company's depository accounts by the Bank, the undersigned hereby agrees to and adopts the resolutions below.

☐ **UNINCORPORATED ASSOCIATION:** The undersigned hereby certifies that he/she is the secretary of the above-named unincorporated association, ("Company"), and that the following is a full and true copy of resolutions duly adopted at a meeting of the membership, executive committee, directors, or trustees, the governing body of the Company, duly held pursuant to notice and at which a quorum was present and acting throughout, and the same are now in full force; and further certifies that the referenced governing body is the duly authorized body to adopt these resolutions and that these resolutions and the powers granted therein conform to the organizational documents of the Company now in force and effect, and that the Bank may conclusively assume that persons so certified to be signatories of the Company shall continue as such until receipt by the Bank of written notice to the contrary.

☒ **CORPORATION:** The undersigned hereby certifies to Bank that she/he is the secretary of the above named corporation ("Company"), which is duly organized, validly existing and in good standing under the laws of the state of its Incorporation, with its principal place of business at the above address, and further certifies that the following is a true copy of the resolutions in full force and effect which were duly adopted at a meeting of the Board of Directors/Trustees of the Company, duly held pursuant to notice and at which a quorum was present and acting throughout, or by unanimous written action/consent of all members of the Board of Directors/Trustees, in accordance with applicable state laws; and said proceedings and the Resolution adopted thereby are in conformity with and do not in any respect contravene the provisions of applicable statutes, the Articles of Incorporation, Corporate Charter, Code of Regulations, or Bylaws of the Company.

☐ **PUBLIC ENTITY:** The undersigned hereby certifies that he/she is the secretary or other authorized officer of the board of trustees (or such other governing body as is authorized to designate depositories and to transact or delegate the authority to transact the banking business of the Public Entity) of the Public Entity (referred to below as "Company"), which is duly organized, validly existing and in good standing under the laws of the applicable governmental unit, political subdivision or instrumentality, with its principal place of business at the above address, and the undersigned further certifies that the following is a full and true copy of resolutions duly adopted at a meeting of the board of trustees or other governing body of the Public Entity in accord with and pursuant to the charter and organizational documents of the Public Entity and such resolution is now in full force and effect, and said proceedings and the Resolution adopted thereby are in conformity with and do not in any respect contravene the provisions of applicable statutes, regulations, administrative code or other document governing or in effect for the Public Entity.

### RESOLVED:

1. That Bank is designated a depository of this Company, and that any one of the following officers of the Company ("Authorized Officers") are authorized to open and close accounts ("Accounts") and to designate authorized Transaction Signers (defined below) for Accounts opened with the Bank:

Authorized Officer Name	Authorized Officer Title	Authorized Officer Legal Signature
SUSAN TENNEY	CHAIRPERSON	
DAVID FREDENBURG	BOARD MEMBER	


2. That funds deposited with Bank may be withdrawn by checks, drafts, or other orders issued in the name of the Company, signed by any one or more officers, members, managers, or partners of the Company or by any one or more persons, whether or not an officer, member, manager, or partner of the Company, identified on signature cards delivered to the Bank from time to time ("Transaction Signers") by any one of the Authorized Officers of the Company; that Bank may accept the instructions of any Transaction Signer for the transaction of all business in connection with said funds; and that the Bank may conclusively assume that each Transaction Signer shall continue as such until receipt by the Bank of written notice to the contrary, such notice to be given to each office of the Bank in which any account of this Company may be maintained.

3. That Bank is authorized to rely upon and to accept as genuine and authorized the facsimile signature of any Transaction Signer or such signatures that resemble facsimile signatures on any check, draft or other order, without any duty to determine the genuineness of the such facsimile signature or whether it was authorized by the Company.

4. That Bank is hereby authorized to honor, receive, and pay all such instruments when signed in accordance with this Resolution, without inquiry as to the circumstances of their issue or the disposition of their proceeds, whether drawn to the individual order of or tendered in payment of individual obligations of any Transaction Signer or of any other officer, employee or agent of Company, or otherwise.

5. That all checks, drafts, or other orders for the payment of money belonging to Company may be endorsed in blank, or otherwise, on behalf of Company, by a written or stamped endorsement, and Bank is authorized to honor and pay such instruments and also to receive the same for the individual credit of or in payment of the individual obligation of any Transaction Signer, or any other officer, employee or agent of Company, or any other holder, without inquiry as to the circumstances of endorsement or the disposition of the proceeds, and Company hereby guarantees to Bank the payment of all such instruments so received by Bank as well as those instruments deposited on behalf of Company for collection or credit without its endorsement appearing thereon; and that Bank may pay to any Transaction Signer or any other officer, employee or agent of Company the proceeds, in cash or otherwise, of any instrument referred to herein, signed or endorsed in the manner above indicated, whether the same be drawn on Bank, on another bank, or otherwise, and whether payable or endorsed to Company, bearer, Bank or otherwise.

6. That all present and future rules and regulations of Bank governing Accounts are hereby assented to and shall be binding upon Company; that any statements, unpaid items, canceled vouchers or checks may be delivered to Company by mailing the same to the last known address of the Company as shown by the records of the Bank or by delivering the same to any Transaction Signer, or any other officer, manager, member, partner, employee or agent of Company, and any and all such deliveries by Bank shall constitute good and valid deliveries to Company.

7. That any Transaction Signer is authorized and empowered to apply to Bank for the use of its night depository facilities, including automated teller machines, and in connection with such use to execute and deliver to Bank such agreements containing such terms and provisions as Bank may require, and in the event any such agreement contemplates that bags of Company found by Bank in any of its night depository receptacles are to be received and receipted for by Company, then any Transaction Signer is authorized and empowered to receive and receipt for any such bags and to (i) designate any person or persons who shall each be authorized to receive and receipt for any such bags; (ii) in writing revoke the authority of any persons so designated; and (iii) certify the name of each such designated person to Bank together with a specimen signature of such person.

8. That any Authorized Officer and Transaction Signer or other officer or employee designated by any one of the Authorized Officers in writing is also authorized to make any withdrawal or disbursement of funds from the Accounts initiated by means other than written payment orders, checks, drafts or other physical instruments, including without limitation the withdrawal or disbursement of funds by wire, computer, automated clearing house, or other electronic means.

9. That Authorized Officers can execute and deliver, or authorize other officers or employees of the Company in writing to execute and deliver, agreements for cash management or other treasury services and bind the Company thereto.

10. That all controversies and questions regarding this Certificate shall be governed by and construed under the laws of the State of Ohio (without regard for conflict of law rules) and applicable federal law.

11. That this Certificate shall remain in full force and effect until written notice of amendment or rescission shall have been received by Bank, and that receipt of notice shall not affect action taken by the Bank prior to such receipt. That all previous authorizations for the signing and honoring of items are hereby ratified and continued in full force and effect. The Company agrees to indemnify and hold the Bank harmless from any and all claims, suits, judgments, losses, costs and expenses (including reasonable attorneys' fees) that Bank may incur as a result of the Bank continuing to act in pursuance of this Agreement.

Notarization required if document if signature not on file or not signed in the presence of Bank employee

Signature: [Signature] Printed Name: Susan Tenney Title: Chairperson Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Authorizing Officer

\*State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, authorized signer.

\_\_\_\_\_  
 Notary Public  
 My commission expires: \_\_\_\_\_

#### FOR BANK USE ONLY

Deposit Certificate Received By:	Status	
Employee Name _____	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
Line of Business: _____	<input type="checkbox"/> Organization/Association	<input type="checkbox"/> Public Entity
Telephone No. _____	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
Date Received: _____	<input checked="" type="checkbox"/> Corporation Non-Profit	





## BUSINESS Non-Personal Signature Card

Legal Title of Account New Hampshire Vaccine Association				
Principal Business Address 125 North State Street			Status <input type="checkbox"/> C - Corporation <input type="checkbox"/> S - Corporation <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation Non-Profit <input type="checkbox"/> Organization/Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <small>(<input type="checkbox"/> C - Corporation, <input type="checkbox"/> S - Corporation, <input type="checkbox"/> P - Partnership )</small>	
City Concord	State NH	Zip Code 03301	Telephone No. (855) 556-4102	<input checked="" type="checkbox"/> Account Number 4628
Statement Mailing Address C/O KidsVax 125 North State Street				<input type="checkbox"/> Multiple Accounts Refer to Attached Exhibit A
City Concord	State NH	Zip Code 03301	Telephone No. (855) 556-4102	<input checked="" type="checkbox"/> New Signature Card <input type="checkbox"/> Replace previous Signature Card
Designated Signer's Name *	US Citizen (Y/N)	Title	TIN or SSN	Signature
Susan Terney	Y	Chairperson		
David Fredenburg	Y	Board Member		
Jason Margus	Y	Board Director		

\* If this entity has additional Designated Signers enter Signer's information on page 2 and check here ☐

By signing below, the client listed above ("Client") authorizes KeyBank National Association ("KeyBank"), at its discretion, to open one or more business or non-personal accounts owned by the Client with the same Account Title listed above and with the same Designated Signers listed above, and upon receipt of electronic, written or oral instructions from the Client without obtaining an additional Signature Card ("Account" or "Accounts"). Accounts opened hereunder are listed above and on Exhibit A attached hereto and made a part hereof, as such Exhibit may be amended or supplemented by the Client from time to time. Addition of a new account to Exhibit A shall be effective only upon receipt by KeyBank of a new Exhibit A in a form acceptable to KeyBank in its sole discretion. The Client acknowledges and agrees that all Accounts opened under this Signature Card are governed by the terms and conditions of the Deposit Account Agreement and Funds Availability Policy ("Agreement") and Disclosures governing the Accounts. KeyBank may change the Agreement at any time. By signing below, Client acknowledges receipt of the Agreement and Disclosures.

The Client authorizes KeyBank to operate all current and future Accounts opened under this Signature Card. The authority to operate each Account includes: (i) to act upon instructions from any of the designated signers to deposit, withdraw or transfer funds to or from any other accounts at the Bank when opening new accounts; (ii) to recognize and honor the signature of any of the designated signers on checks (if withdrawal by check is permitted) and withdrawal slips and honor any other electronic, written or oral requests for withdrawals or transfers of funds, including transfers to KeyBank or to third parties; and (iii) to act upon instructions from any Designated Signer for the transaction of any business on any Accounts covered by this Signature Card. KeyBank may rely on this authorization for the Accounts opened under this Signature Card until KeyBank receives written notice revoking the authorization and has reasonable time to act upon it. Until such notice is actually received, the authority conferred herein to the Designated Signers noted below shall remain in full force and effect and KeyBank shall be indemnified and saved harmless from any loss suffered or liability incurred by it in pursuance of this Authorization.

**Attention New Customer:** The information provided by the Client to open a new Account is subject to review and verification. KeyBank reserves the right to close the Account in the event KeyBank is unable to verify, to its satisfaction, the information that Client has provided.

The undersigned certifies that the above are the true and genuine signatures of authorized signer(s) with their respective title, authorized to sign for the Entity.

*Under penalties of perjury, the undersigned certifies that (1) the number shown on this form is the Entity's correct taxpayer or employer identification number (or the Entity is waiting for a number to be issued), and (2) the Entity is not subject to backup withholding because: (a) the Entity is exempt from backup withholding, or (b) the Entity has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified the Entity that it is no longer subject to backup withholding, and 3) I am a U.S. citizen or other U.S. person (defined below).*

**Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:**

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

*The undersigned must cross out item (2) above if the Entity has been notified by the IRS that it is currently subject to backup withholding because of underreporting interest or dividends on its tax return.*

Tax Identification No. 753086725

Title for Legal Owner of TIN

New Hampshire Vaccine Association

*Refer to the list of payees exempt from backup withholding and for which no information reporting is required.*

*If this Entity is exempt from backup withholding and information reporting under IRS regulations, enter your correct TIN in the previous section and check here: ☐*

*If you are a foreign person, cross out above certification section and U.S. Person on the line under your signature below. Complete the appropriate Form W-8.*



By: [Signature] Printed Name: Susan Tenney Title: Chairperson Date:             
Authorized Signer (Signature of U.S. Person)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_  
Authorized signer.

Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_

ID/Comments

## Payees and Payments Exempt from Backup Withholding

Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items 1 through 7, except a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or information reporting. Only payees described in items 2 through 6 are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

- {00243328 v1 CONFIDENT :  
Page 2 of 2

**March 3, 2015  
Executive Director Report**

Number of carriers filing for QTR assessment due date 2/15/2015	76
Most recent average monthly child covered lives estimate	166,422
Cash and Investments as of 02/25/2015	\$30,381,517
Remittance due to State of NH on or before 06/30/2015	\$12,410,298

Thank you for your understanding as we navigated the challenges of adding unanticipated Special Board Meetings to the New Hampshire Vaccine Association (NHVA) calendar. Thankfully, I am back in the office regularly on a part-time basis this week following my recent surgery. I anticipate being back full-time next week, and the long-term prospects are very favorable.

I want to thank the KidsVax® staff who, despite a fairly heavy load of year end work and service in the Dominican Republic early in February were able to maintain our work, notwithstanding my reduced availability. We were able to engage at KidsVax®'s expense, the services of Laurie Beth Pliakos, who had worked at KidsVax® last year but now is an attorney at Hinckley Allen, to supplement the KidsVax® staff in support of these two meetings. I also want to express my appreciation for the high quality work of NHVA's outside general counsel, Mark McCue, in preparing for NHVA standard draft policy statements to enable the Board to efficiently use its time together.

As you will see, we have reorganized this meeting's agenda slightly to facilitate final action on the two primary policy statements intended to address concerns raised by NHVA Board members and others as New Hampshire's 2015 Legislative Session got underway. Attorney McCue has split the Political Activity and Public Advocacy Policy document, as previously drafted, into two segments. The first contains clear procedural guidelines and the second pulls out all of the policy statements previously embedded in the earlier draft. His objective, with which I concur, is to produce clean procedural rules which should endure notwithstanding any policy revisions which may be adopted by the Board from time-to-time. Additionally, this approach has the benefit of consolidating all NHVA substantive guidelines into a single document so that we don't need to look both to the Policy Statement itself and a series of subsequent Board votes to have guidance clearly at hand.

KidsVax®, in its communications drafting and response to the New Hampshire Legislature will, of course, follow whatever policy directives are adopted by the Board at this meeting and from time-to-time thereafter.

We also have pulled out for approval at this meeting, the VaxFacts<sup>SM</sup> NH 2013-2014 document in addition to the proposed 2014 report to the Legislature. The pattern and essential content of VaxFacts<sup>SM</sup> as an annual communication tool was set by full Board vote in connection with the 2012-2013 VaxFacts<sup>SM</sup> NH edition. While we retained the essential structure as established after thoughtful and full Board review over a year ago, specific Board vote at this time on the final document would be consistent with the proposed Policy Statement now before the Board. We had earlier posted that VaxFacts<sup>SM</sup> once DHHS and the NHVA Board Chairman had reviewed and approved their specific components of the overall document. As you will see, the other changes were simply a roll forward of the financial numbers to incorporate results of the FYE 6/30/2014 audit. This document had been posted in order to reduce the bulk of the mailing of the annual notice to payers sent, in accordance with past practice, prior to November 1, 2014. It was removed at the request of Director Condon. We would recommend reposting, with any necessary adjustments, once the Board action to approve has been adopted.

Finally, Director Condon also requested changes to the way her name is listed both on the website listing of directors and the contact list included in each Board packet. We have incorporated both sets of changes. We would be happy to make any changes requested by any other director. The regular contact list, of course, is part of this Board packet's reference materials. Attached to this memo is a sheet reflecting the listing as it now stands on NHVA's website. This style is also the style which we would intend to carry forward to the VaxFacts<sup>SM</sup> NH 2014-2015 edition.

Chairman Tenney and I had asked for outside counsel's assistance in drafting policies so that the Board's Special Meeting work could be conducted efficiently. As you may recall, last year we specifically engaged Hinckley Allen, with the approval of the full Board, to help NHVA fashion policies appropriate for this organization with respect to New Hampshire right to know principles. Attorney McCue also provided counsel as to what would be appropriate for conduct of public meetings were NHVA to be deemed an organization subject to New Hampshire's Right to Know law. We had also called upon Attorney McCue in connection with the legislative work, to help us craft legally appropriate language in response to questions posed by the Board in response to the last two legislative sessions.

On review, however, we found that the engagement letter did not clearly extend to work subsequent to the initial Right to Know work, notwithstanding the Board's prior practice requesting assistance from Attorney McCue from time-to-time and on various subjects as NHVA's outside general counsel. Accordingly, we requested Attorney McCue to submit an updated engagement letter for review and approval at this meeting. I recommend it to you.

Included in this proposal is Hinckley Allen's offer to maintain regular Board attendance at a reduced rate. I had negotiated a similar arrangement with the outside counsel for the Washington Vaccine Association and Attorney McCue graciously offered to structure a similar proposal for NHVA. In the State of Washington, a key director and WVA's treasurer serves as a plan fiduciary for many ERISA plans and union benefit plans. He was accustomed to having outside general counsel present at every meeting of those boards. His reason for this was twofold: (1) it helps keep outside general counsel informed so that they are "at the ready" in the event of a time sensitive matter affecting operations, and (2) as a matter of corporate best practices, board members are permitted to rely upon the counsel of an outside licensed professional giving advice within the area of his or her professional credentials. I have no idea whether or not this Board will want to have outside general counsel attend every meeting going forward, but this opportunity will be available to you if you find that beneficial. In any event, I would request that the Board Chairman or I be authorized to engage outside counsel on specific projects where we determine that having the work done will be helpful to the Board or necessary for timely response to emergent issues. We want to be prepared to use your time effectively when we are working together on NHVA matters.

As you may recall, KidsVax®, as part of the start-up services under the new statute, has undertaken to shepherd updated governance documents through the approval process. While Articles, Bylaws, and Plan of Operation all have been approved by the Board, we understand that the Insurance Commissioner is looking to NHVA to either pursue collections against VFC covered children or obtain statutory clarification, along the lines of the pending technical amendment before advancing those governance documents. Once the basic governance framework is in place, we have a number of additional policies to work on as a Board. Those include the following:

1. Record retention.
  2. Whistleblower.
  3. Conflict of Interest.
  4. Investments.
  5. Ethics
- [possibly—the Board may or may not want to adopt a formal ethics policy supplementing the other standard policies.]

In accordance with our contract, KidsVax® will similarly prepare drafts and shepherd these policies through the approval process. However, in the event that the Board does continue the services of Hinckley Allen as outside general counsel, KidsVax® would want the Board to have the benefit of Attorney McCue's review of these documents prior to submitting initial drafts to the Board.

Thank you for the vigor with which the initial debate was conducted at the last Board meeting. I am hopeful that the Board will be able to reach resolution on these pending matters at this meeting so that we can both timely complete matters now outstanding and also have clear guidance as to KidsVax®'s communication drafting for NHVA on an ongoing basis.



Fred L. Potter, writing February 26, 2015



**NHVA BOARD OF DIRECTORS**

**INSURER REPRESENTATIVES**

**Jason Margus, FSA, MAAA**  
Anthem Blue Cross & Blue Shield

**Elaine Koskela**  
Senior Contract Manager  
CIGNA Health Care

**Susan Tenney**  
Manager, Network Contracting  
Harvard Pilgrim Health Care-NE

**HEALTHCARE PROVIDER REPRESENTATIVES**

**Everett J. Lamm, MD, FAAP**  
**David Fredenburg, MD**

**GOVERNMENTAL REPRESENTATIVES**

**Dr. José Their Montero**  
Director  
Division of Public Health Services

**David Sky**  
Life, Accident and Health Actuary  
New Hampshire Insurance Department

**REPRESENTATIVES OF SELF-INSURED ENTITIES**

[Currently vacant]  
(Appointed by the Governor and Council)

**PUBLIC MEMBERS**

**Edward P. Moran**  
Former State Legislator  
(Appointed by the Speaker of the House)

**Laura Condon**  
(Appointed by the President of the Senate)

# NEW HAMPSHIRE VACCINE ASSOCIATION

Policy Title:	Communications		
Policy Number:		Effective Date: 2/ /15	
Purpose:	To comply with the reporting requirements of New Hampshire RSA 126-Q and to ensure that any external communications by the New Hampshire Vaccine Association or its directors, officers or staff are authorized, accurately reflect the position of the Association, and are consistent with its charitable purposes.		

## POLICY STATEMENT:

The New Hampshire Vaccine Association (“NHVA”) is a non-profit voluntary corporation organized under New Hampshire RSA 292 and is exempt from federal income taxation as a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. It is the policy of NHVA to comply with the annual reporting requirements imposed upon it by New Hampshire RSA 126-Q, and to communicate regularly with its constituents regarding its charitable activities and matters affecting its operations.

## PERSONS SUBJECT TO THE COMMUNICATIONS POLICY:

This Communications Policy (the “Policy”) will guide the actions of the members of the NHVA Board of Directors and the NHVA Executive Director, and their representatives, agents and employees, in communications on behalf of NHVA (each an “NHVA Representative”).

## PROCEDURES:

The following procedures are established to further the purposes of this Policy:

### A. STATUTORY REPORTS

1. NHVA will prepare and submit in a timely manner all reports required by New Hampshire RSA 126-Q and any other applicable law or regulation, including without limitation the annual report to the New Hampshire Commissioner of Insurance required by RSA 126-Q:3(V)(k); the annual report to the President of the New Hampshire Senate, the Speaker of the New Hampshire House and the New Hampshire Governor required by RSA 126-Q:3(V)(p); and the annual fiscal report to the Commissioner of the New Hampshire Department of Health and Human Services (“DHHS”) required by RSA 126-Q:6 (collectively the “Annual Reports”).

2. The following procedures will govern the preparation of the NHVA Annual Reports:

a. The NHVA Executive Director will be responsible for preparing the initial draft of the Annual Reports, which will contain all of the information required by statute and any other matters germane to the charitable mission or activities of NHVA. Because the charitable purpose of NHVA is to support the New Hampshire universal vaccine purchase program through an assessment mechanism, the NHVA Board of Directors has determined that its charitable purposes are furthered by activities which support the continuation of

## NEW HAMPSHIRE VACCINE ASSOCIATION

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such universal vaccine purchase program. Therefore, the Annual Reports may contain information in support of – but not in opposition to -- such program.

b. The NHVA Controller and Financial Analyst will review all financial matters to ensure their accuracy, and all health statistics will be made available for review by the State of New Hampshire Immunization Manager to ensure the accuracy of all statements and consistency with other published and available health reports in the State.

c. Upon its completion, the NHVA Executive Director will disseminate the initial draft of each Annual Report to the members of the Board of Directors and solicit individual comments by email or telephone. The NHVA Executive Director then will synthesize the Board comments and prepare a revised draft, which it will disseminate to the Board of Directors for further review.

d. At the request of any Board member directed to the NHVA Executive Director or the Board Chair, the Board will discuss the revised Annual Report at its next regular meeting or, if the filing deadline so requires, at a special meeting called by the Board Chair. Consistent with any final Board direction resulting from such discussion, or if no such discussion is requested, the NHVA Executive Director will endeavor to finalize each Annual Report so that NHVA can file it in a timely manner.

3. Unless otherwise directed by the Board, the NHVA Executive Director will post all final and submitted Annual Reports on the NHVA web site.

### B. PUBLIC STATEMENTS AND COMMUNICATIONS

1. When acting in his or her official NHVA capacity no NHVA Representative may make a contrary communication, either oral or written, to any official position of NHVA on public policy issues germane to its charitable mission and operations and contained in, or subsequently adopted in accordance with, its Political Activity and Public Advocacy Policy. Any reports, communications or comments made on behalf of NHVA must be consistent with such public policy positions.

2. When possible, public statements and communications requested of NHVA should be directed to the NHVA Board Chair. The Board Chair then may communicate on behalf of NHVA, or designate the NHVA Executive Director or other member of the Board to communicate on behalf of NHVA. All communications made on behalf of NHVA must be accurate, consistent with its charitable purposes and established policy positions, and in fulfillment of the fiduciary duty of loyalty to NHVA.

3. Notwithstanding the above, the NHVA Executive Director is authorized and directed to respond to factual inquiries about NHVA or its assessment operations, and to communicate with NHVA members about carrier assessments and collections. Nothing in this Policy will prevent the NHVA Executive Director from sharing its knowledge of vaccine programs and assessment mechanisms in other states, provided that the NHVA Executive Director expressly states that such views are only those of the NHVA Executive Director, and not of NHVA.



## NEW HAMPSHIRE VACCINE ASSOCIATION

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### C. ENFORCEMENT

This Policy will be enforced by the NHVA Board of Directors, which will consider any instances of noncompliance at a regular or special meeting of the Board. The decision of the Board will be final.

### REVIEW and REVISION:

This Policy will be reviewed and updated from time to time to ensure that the Policy is furthering its intended purpose.

DATE APPROVED: 2--15

LAST REVISED:

LAST REVIEWED:

# NEW HAMPSHIRE VACCINE ASSOCIATION

Policy Title:	Political Activity and Public Advocacy		
Policy Number:		Effective Date: 2/ /15	
Purpose:	To ensure that any political or public advocacy activities by the New Hampshire Vaccine Association or its directors, officers or staff comply with applicable federal and state restrictions and the fiduciary duty of loyalty, while recognizing the right of such individuals to participate in political and public advocacy activity as private citizens.		

## POLICY STATEMENT:

The New Hampshire Vaccine Association (“NHVA”), a non-profit voluntary corporation organized under New Hampshire RSA 292, is exempt from federal income taxation as a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Federal tax law states that “no substantial part of a charity’s activities may consist of carrying on propaganda or otherwise attempting to influence legislation.” Revenue Ruling 2007-41 provides guidance as to when political activity by a tax-exempt organization is improper and may jeopardize the organization’s tax-exempt status or subject it to excise taxes. It is the policy of NHVA that it will not conduct any political or public advocacy activity in violation of any state or federal tax, charitable or other legal restrictions or prohibitions applicable to NHVA.

## PERSONS SUBJECT TO THE POLITICAL ACTIVITY AND PUBLIC ADVOCACY POLICY:

This Political Activity and Public Advocacy Policy (the “Policy”) will guide the actions of the members of the NHVA Board of Directors and the NHVA Executive Director, and their representatives, agents and employees, in conducting the affairs of NHVA (each an “NHVA Representative”). This Policy does not impede the constitutional right of any individual to advocate for a particular policy, candidate, political party, legislative action or social issue as a private citizen, *provided that* such individual is not doing so in, or under the guise of, his or her official capacity with NHVA.

## DEFINITIONS:

For purposes of this Policy, the following terms have the following meanings:

(i) “Political activity” means any activity which is intended to or is likely to have the effect of: (a) influencing legislation or regulation, including but not limited to the support of or opposition to proposed legislation or the encouragement of the repeal or amendment of existing legislation; (b) advocating for the success or failure of a political party, candidate or partisan political group; or (c) endorsing or otherwise supporting a political party, candidate or partisan political group.

(ii) “Public advocacy activity” means any activity which is intended to or is likely to have the effect of: (a) presenting to members of the public and/or public officials a particular point of view or perspective on a matter of social policy or preference; or (b) advocating for certain action or inaction by members of the public and/or public officials regarding a matter of social policy or preference.

# NEW HAMPSHIRE VACCINE ASSOCIATION

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## GUIDELINES:

The following guidelines are established to further the purposes of this Policy:

### A. POLITICAL CAMPAIGNS

1. Neither NHVA nor any NHVA Representative, acting in its official capacity for NHVA, may participate, directly or indirectly, in any activity directed at the success or failure of a political party, a partisan political candidate, or a partisan political group.

2. Neither NHVA nor any NHVA Representative, acting in its official capacity for NHVA, may endorse a candidate, contribute NHVA funds to a candidate's campaign, or use NHVA facilities, letterhead, web sites or other social media to conduct any fundraising or other activities in support of a candidate.

3. If approved by the NHVA Board of Directors, NHVA may conduct non-partisan voter education programs that do not favor any particular candidate or political party or group, either directly or implicitly based on the circumstances or the manner in which the program is conducted.

### B. PUBLIC POLICY ISSUES

1. NHVA may take an official position on public policy issues germane to its charitable mission and operations, but only in accordance with the following procedures:

a. The NHVA Board of Directors must approve the content and nature of the organization's policy position, after first determining that the issue is pertinent to NHVA's mission and/or operations.

b. All communication of the NHVA policy position will be conducted solely by NHVA representatives authorized by, and only through means approved in advance by, the NHVA Board of Directors or a duly-constituted legislative committee of the NHVA Board.

c. NHVA policy positions will not: (i) identify one or more candidates for political office; (ii) approve or disapprove of any candidate's position or actions with respect to the policy issue; (iii) reference voting or an upcoming election; or (iv) be delivered in close proximity in time to an election in which the policy issue is germane.

2. No NHVA Representative may assert any policy position on behalf of NHVA, or give the appearance of asserting any policy position on behalf of NHVA, except in strict accordance with the procedures described above and in a manner consistent with NHVA's approved policy positions.

### C. POLITICAL ACTIVITY AND PUBLIC ADVOCACY AS PRIVATE CITIZEN

1. Any NHVA Representative may conduct or participate in political or public advocacy activities in his or her individual capacity as a private citizen.

## NEW HAMPSHIRE VACCINE ASSOCIATION

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2. Each NHVA Representative has a fiduciary duty of loyalty to NHVA when acting in an official capacity. When conducting political or public advocacy activity as a private citizen, each NHVA Representative must take the following steps to ensure that he or she is not using his or her official NHVA capacity to further personal political or social views or goals, or creating the possibility that his or her political activity as a private citizen may be misconstrued as the activity of, or an expression of support by, NHVA:

a. When conducting political or public advocacy activity as a private citizen, each NHVA Representative must utilize personal letterhead, social media, telephone lines, email, and facilities and conduct such political activity outside of the NHVA Representative's official duties for NHVA.

b. An NHVA Representative may note his or her title or official capacity with NHVA solely for identification purposes. Whenever such capacity is noted (i) in connection with any private political or public advocacy activity, whether verbal, written or electronic (including email, web sites, blogs, online commentary, Facebook, Twitter or other social media), or (ii) in a manner or under circumstances which may create an inference that such private political or public advocacy activity is conducted on behalf of, or with the support of NHVA, then the NHVA Representative must state expressly in each such instance that he or she is acting in an individual capacity, and in no way on behalf of NHVA.

c. Except in strict accordance with Paragraph B(1) above, no NHVA Representative has authority to conduct any political or public advocacy activity on behalf of NHVA, or to create the appearance that he or she is acting on NHVA's behalf or with NHVA's support. Each NHVA Representative will take all steps necessary to clarify the personal nature of any political or public advocacy activity conducted as a private citizen.

### D. COMPLAINTS

If any person subject to this Political Activity and Public Advocacy Policy fails to follow its requirements, then the NHVA Executive Director will consult with the NHVA Board Chair and attempt to resolve the noncompliance. If the NHVA Executive Director and Board Chair are unable to address any singular or ongoing acts of noncompliance in a satisfactory manner, then the matter will be presented to the Board or an appropriate Committee at its next regular or special meeting. The Board or Committee may consider all courses of action, including but not limited to education and training and possible removal from the Board or, in the case of staff, termination. The decision of the Board or Committee will be final.

### REVIEW and REVISION:

This Policy will be reviewed and updated from time to time to ensure that the Policy is furthering its intended purpose.

DATE APPROVED: 2-15-15

LAST REVISED:

LAST REVIEWED:

# NEW HAMPSHIRE VACCINE ASSOCIATION

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## Public Policy Positions

The New Hampshire Vaccine Association (“NHVA”) Board of Directors has determined that its charitable purposes are furthered by activities which support the continuation of the New Hampshire universal vaccine purchase program, which program is designed to provide to the children of New Hampshire all vaccines recommended by the Centers for Disease Control and Prevention (“CDC”) (collectively the “Recommended Childhood Vaccines”). Therefore, the Board adopts the following public policy positions:

- (1) NHVA supports the purchase and dissemination by the New Hampshire Department of Health and Human Services (“NHDHHS”) of all Recommended Childhood Vaccines to children in New Hampshire.
- (2) NHVA supports the administration of such vaccines in accordance with CDC’s recommended schedule by New Hampshire licensed health care providers.
- (3) NHVA supports the maintenance by NHDHHS of an accurate registry of all vaccine administrations in the State of New Hampshire.
- [(4) NHVA supports educational and other public information programs designed to increase vaccination rates in New Hampshire for Recommended Childhood Vaccines. ]

The foregoing policy positions do not alter the statutory obligations and limitations imposed on NHVA with respect to the assessment mechanism established under RSA 126-Q. These policy positions will remain in effect unless and until they are modified or revoked by the NHVA Board of Directors.



## MEMORANDUM

TO: The Honorable Maggie Hassan  
Governor of New Hampshire  
State House  
107 North Main Street  
Concord, NH 03301

The Honorable Chuck Morse, Senate President  
New Hampshire State Senate  
107 North Main Street  
Concord, NH 03301

The Honorable Shawn Jasper, Speaker of the House  
New Hampshire House of Representatives  
107 North Main Street  
Concord, NH 03301

FROM: Fred L. Potter

DATE: February 17, 2015

RE: New Hampshire Vaccine Association ("NHVA") 2014 Annual Report filed in  
accordance with RSA 126-Q:3, V.(p)

Attached are the following documents which, together, constitute NHVA's 2014 annual report in accordance with this newly-effective statute:

1. VaxFacts NH 2013/14.
2. Analysis summary dated October 8, 2014 from Peter M. Smith, Financial & Internal Control Analyst, documenting the cost savings to payers in New Hampshire as a result of NHVA's operation.
3. Audited Financial Statements for the fiscal year ending June 30, 2014.

In accordance with the provisions of RSA 126-Q:3, V. (p) this letter also advises that there have been no newly-approved vaccines adopted by the Department of Health and Human Services during the fiscal year ending June 30, 2014.

I want to thank you, each one, for your support in adopting recent updates to NHVA's governing statute, RSA 126-Q. We had anticipated that more equitable cost sharing would arise as a result of these statutory changes and that NHVA would be better positioned to respond to numerous changes affecting the health care industry as a result of the federal Affordable Care Act. We sought to be conservative in our presentation of the expected benefits before the legislature. Thankfully, the results exceeded not only our presentation analysis, but also our expectations. Thanks to the diligent work of NHVA's Board, the Department of Health and Human Services, the Department of Insurance, and key staff assigned to this important work by



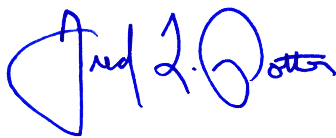
the commissioners of those two departments, NHVA was able recently to announce very favorable financial results. As a consequence, the assessment rate will be dropped one-time to \$0.14 per child covered life per month for 2015. This implements NHVA's goal of restoring to payers funds over-collected from the first assessment rates at the first available opportunity. Of necessity, prior rates had been set without complete data for the new assessment base established by the legislature. They turned out to be higher than what was needed. The new rate will return those excess collections.

This 2014 report confirms not only the cost savings for purchase of vaccines, but also the overall program improvements. A letter to the payer community advising of the rate reduction for calendar year 2015 is attached. As noted in that letter, our best current estimate, based upon the improved data now available, is that the ongoing assessment level will be in the range of \$8.35 per assessable child covered life per month, prior to any effects from vaccine cost increases, once this unusual 2015 rate (intended to refund overpayments) is completed.

The attached financial reports reflect the results of NHVA operations through its fiscal year ending June 30, 2014. In July 2015, additional amendments to NHVA's governing statute became effective. Last fall we welcomed new board members Laura Condon and Edward P. Moran, appointed pursuant to RSA 126-Q:3, III.(f) & (g) respectively. We understand that the Governor and Council are still working on the appointment of a representative of self-insured entities as provided by RSA 126-Q:3, III.(e).

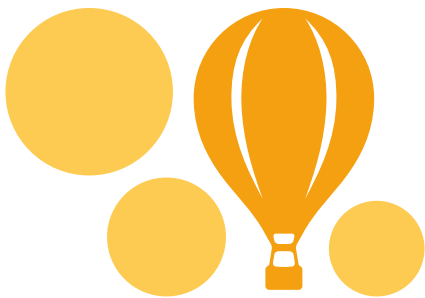
We are grateful for the opportunity to serve with you in addressing the health needs of New Hampshire's children. We commend DHHS for its work in sustaining New Hampshire's leadership in its childhood immunization program and are pleased to be able to report both the effectiveness of NHVA's new improved funding mechanism and its performance of substantially more favorable levels than that anticipated at the time we had requested these statutory improvements.

Given the numerous challenges from the rippling implementation of the Affordable Care Act, we anticipate that some further "tweaks" to New Hampshire's legislative structure for NHVA may be needed from time-to-time to allow adequate flexibility to maintain payer payment equity. Nonetheless, these early results confirm the efficacy of the significant updates recently enacted. Thank you, once again.



Fred L. Potter  
Serving as Executive Director of NHVA through





2013 - 2014  
NHVA 2015-03-06 05.a. 3

NH

# VaX Facts<sup>SM</sup>

**NHVA** New Hampshire  
Vaccine Association

## Dear Friends and Colleagues,

As NHVA's 12th year in operation draws to a close, we are pleased to report even greater increases in childhood vaccination coverage and carrier participation. Thanks to the efforts of NHVA's stakeholders—insurers, providers, and the NH Departments of Insurance and Health & Human Services—NH's universal vaccine purchase program has created an even more accurate and equitable assessment system. As a result of the combined efforts of these groups, we are happy to report that our costs for the year remained lower than expected, creating a substantial surplus that will be used to reduce costs to payers in the upcoming year. NH's universal vaccination program set a new record in reducing healthcare costs, producing a cumulative savings total of over \$54 MM dollars.

We are extremely grateful for all the hard work NH's legislature invested in updating NHVA's governing statute. NH's legislation has enabled NHVA to accommodate the systemic changes in the industry due to the implementation of the federal mandates, as required under the Affordable Care Act. As membership moves into healthcare exchanges, further flexibility is needed to keep NHVA current with shifting healthcare structures. Overall, the program has performed admirably. NHVA is thankful for your continued interest in the state's funding of vaccine purchase as it works to protect the lives of NH's children.

*Susan M. Tenney*  
Susan M. Tenney, Board Chair

*Fred L. Potter*

Fred L. Potter, Executive Director

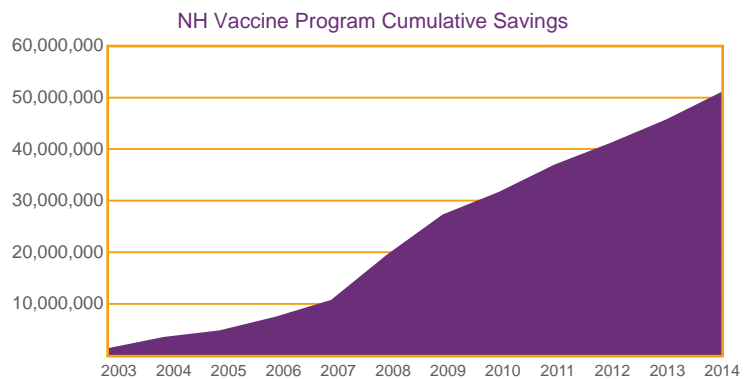
[WWW.NHVACCINE.ORG](http://WWW.NHVACCINE.ORG)

## What is a Universal Purchase Program?

A universal vaccine purchasing program allows a state to purchase essential vaccines for all children, regardless of insurance coverage or income. New Hampshire's program enables state purchase of vaccines for every resident family and to distribute the vaccines to providers, like doctors' offices and hospitals, at no out of pocket cost to the provider or family. The New Hampshire Vaccine Association ("NHVA") funds its universal purchase program through a cooperative approach involving health insurers, providers, and the NH Departments of Insurance and Health & Human Services.

## How does the Universal Purchase Program lower health care costs?

As a universal purchase state, New Hampshire qualifies to purchase vaccines at a substantially discounted federal rate from vaccine manufacturers. State and federal dollars fund vaccines for low-income and other federally-eligible children, while NHVA covers vaccine costs for privately insured children through assessments collected from insurance carriers. This approach allows state health officials to manage the supply of vaccines, thereby lowering providers' administrative costs and ensuring that the state can quickly supply vaccines to vulnerable patient groups during emergencies or vaccine shortages.



Beyond these immediate savings, improved immunization rates will produce long-term savings by eliminating both direct costs of extended treatment and indirect societal costs associated with illness such as missed school, work, disability, or even death.

## How does the Universal Purchase Program improve childhood health?

New Hampshire's universal purchase program ensures that every child who enters a medical provider's office, clinic, or hospital can receive life-saving vaccines at no out of pocket expense as the program makes vaccines available to all health care providers. In turn, more providers offer immunization services because providers no longer have to finance the up-front costs of vaccines out of their own pockets or be burdened with complex ordering systems. As a result, New Hampshire has one of the highest immunization rates in the country, benefiting all New Hampshire citizens. High immunization rates protect vaccinated children, while also protecting individuals whom are unable to receive vaccinations due to allergies or other health problems. A higher immunization rate lowers the odds are that an unvaccinated person will encounter a person carrying a disease.





## A Message from the Division of Public Health Services

When asked why New Hampshire is able to meet or nearly meet the Healthy People 2020 targets set for childhood and immunizations year after year, I credit three critical elements. The first is the parents who choose to protect their children with the most basic of preventive measure—vaccination. By the time children in New Hampshire enter kindergarten, 97% of them have been vaccinated against some of the most harmful diseases known to humankind.

Secondly, medical providers in New Hampshire have structured their practices to recommend and offer childhood vaccinations to the families they serve. Over 90% of our children are vaccinated against diphtheria, tetanus and pertussis, measles, mumps and rubella, polio, hepatitis B and varicella. New Hampshire adolescents are also being vaccinated at rates that surpass the Healthy People 2020 Objectives. In 2013, 94.7% of adolescents were vaccinated against tetanus, diphtheria and pertussis, 91.6% against varicella and 85.6% against meningococcal disease.

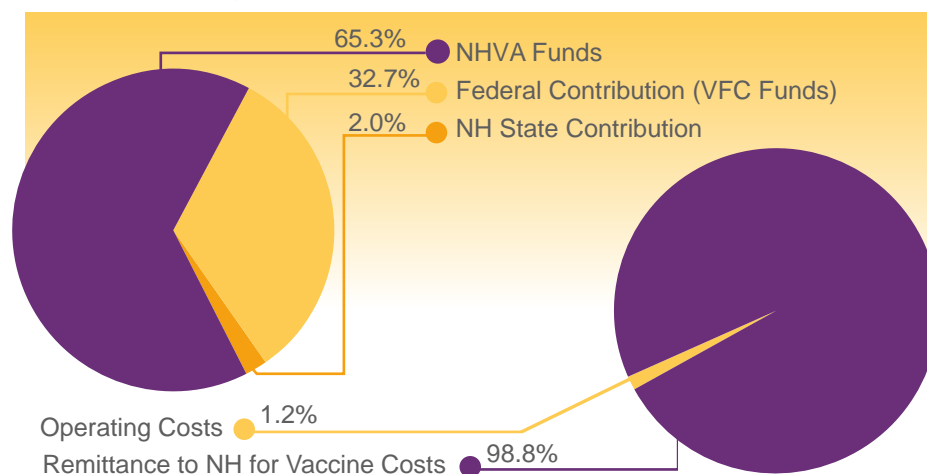
And third, the New Hampshire Vaccine Association, the Centers for Disease Control and Prevention, and the State and Federal Governments have passed legislation and implemented policies to pay for childhood and adolescent vaccines. By paying for vaccines, these funders have made it easy for parents and medical providers to choose vaccinations to keep New Hampshire families healthy.

José Thier Montero, JTM, MD, MHCDS  
Director, Division of Public Health Services  
[www.DHHS.NH.gov/DPHS](http://www.DHHS.NH.gov/DPHS)

## FINANCIALS

July 1, 2013 – June 30, 2014

### Vaccine Funding Sources (Estimated Total: \$24,490,220)



### NHVA Program Expenditures (Total: \$16,205,539)

- References:**
1. For the annual savings analysis visit: [www.NHvaccine.org/savings/2014](http://www.NHvaccine.org/savings/2014)
  2. For the audited financial statements visit: [www.NHvaccine.org/audit/2014](http://www.NHvaccine.org/audit/2014)
  3. The total expenditure amount does not include a \$3,229,741 reserve increase in FYE 6/30/2014. Those funds are reserved by NHVA for future vaccine purchases and operating costs.



## NHVA Board of Directors

### INSURER REPRESENTATIVES

**Ken Ehresmann**  
Regional Vice President, Underwriting  
Anthem Blue Cross & Blue Shield

**Elaine Koskela**  
Senior Contract Manager  
CIGNA Health Care

**Susan Tenney**  
Manager, Network Contracting  
Harvard Pilgrim Health Care, Inc.

### HEALTHCARE PROVIDER REPRESENTATIVES

**Everett Lamm, MD**

**David Fredenburg, MD**

### GOVERNMENTAL REPRESENTATIVES

**Dr. José Thier Montero, MD, MHCDS**  
Director  
Division of Public Health Services

**David Sky**  
Life, Accident and Health Actuary  
New Hampshire Insurance Department

[WWW.NHVACCINE.ORG](http://WWW.NHVACCINE.ORG)

### ADMINISTRATOR:

**KidsVax.org**

**PHONE:** 1-855-KidsVax (543-7829)

**FAX:** 1-855-KidsFax (543-7329)

**WEBSITE:** [www.KidsVax.org](http://www.KidsVax.org)

### KIDS VAX® STAFF

**Fred L. Potter**  
Executive Director

**Claire M. Roberge**  
Controller

**Julia G. Walter**  
Staff Attorney &  
Communications  
Coordinator

**Terry Mills**  
Executive Assistant

**Peter Smith**  
Financial Analyst



October 8, 2014

New Hampshire Vaccine Association  
P.O. Box 1885  
Concord, NH 03302-1885

**NHVA Program Savings Estimate for FY 2014**

Dear Directors,

Below is an estimate of savings as result of the New Hampshire universal purchase of vaccines for children program in FY2014. Data from the state estimating vaccine purchases was used along with financial information from FY2014 published reports to calculate the below estimate of savings.

Comparison Period: 7/1/2013 to 6/30/2014

A. CDC Survey Market Comparison costs: (actual doses per brand x CDC market price per brand)	\$ 21,615,654
B. NHVA Program costs:	
Cost of vaccine replenishments	\$ 16,004,025
+ Operating Cost	201,514
+ <u>Leakage &amp; Bad Debt</u>	<u>--</u>
= Total FY 2014 Program Cost	<u>\$ 16,205,539</u>
C. NHVA Program Savings (A – B = C)	\$ 5,410,115
D. Program Savings Percentage (C / A = D)	25.03%

## Notes:

1. The market comparison used for each dose is an average of prices given in response to the survey conducted and published annually by the CDC. Information is not provided on volume or location purchased. This CDC survey just addresses vaccine costs. It does not include certain other costs such as management fees, financing costs or other overhead, which some providers properly include in billings. Neither does it include normal payer administration costs for individual claims administration. Hence, use of this benchmark is expected to underestimate the actual savings to New Hampshire payers.
2. In any program like this it is not possible to calculate savings with 100% accuracy. There are a number of reasons for this including the fact that some providers may continue to bill for some private supply. This is especially true during the transition period into full universal supply.
3. Nonetheless, we believe this is a fair representation of the cost savings to payers for the vaccines themselves. Payments to providers for administration of vaccines, of course, are completely outside of this system. KidsVax.org intends to periodically track this metric in future periods to aid NHVA work in monitoring its program effectiveness.

Sincerely,



Peter M. Smith  
Financial & Internal Control Analyst

Cc: Fred L. Potter



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*NEW HAMPSHIRE VACCINE  
ASSOCIATION*

*FINANCIAL STATEMENTS*

*FOR THE YEARS ENDED  
JUNE 30, 2014 AND 2013*

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## INDEX TO FINANCIAL STATEMENTS

Independent Auditor's Report .....	1
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Statements of Activities and Changes in Net Assets .....	3
Statements of Cash Flows.....	4
Notes to Financial Statements .....	5-8





MASON + RICH

**PROFESSIONAL ASSOCIATION**  
**Certified Public Accountants**

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
New Hampshire Vaccine Association

We have audited the accompanying financial statements of New Hampshire Vaccine Association (a nonprofit organization), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

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

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

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Vaccine Association as of June 30, 2014 and 2013, 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.

*Mason + Rich, P.A.*

MASON + RICH, PROFESSIONAL ASSOCIATION  
Certified Public Accountants

September 10, 2014

**NEW HAMPSHIRE VACCINE ASSOCIATION**  
**STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2014 AND 2013**

**ASSETS**

	2014	2013
<b><i>CURRENT ASSETS</i></b>		
Cash and Cash Equivalents	\$ 11,085,026	\$ 5,323,811
Prepaid Expenses	3,849	4,483
Assessment Receivable	46,870	-
<b><i>Total Current Assets</i></b>	<u>11,135,745</u>	<u>5,328,294</u>
<b><i>TOTAL ASSETS</i></b>	<u>\$ 11,135,745</u>	<u>\$ 5,328,294</u>

**LIABILITIES AND NET ASSETS**

<b><i>CURRENT LIABILITIES</i></b>		
Accounts Payable	\$ 1,023	\$ 2,525
Assessment Payable	122,609	-
<b><i>TOTAL CURRENT LIABILITIES</i></b>	<u>123,632</u>	<u>2,525</u>
<b><i>NET ASSETS</i></b>		
Unrestricted Net Assets	250,000	250,000
Temporarily Restricted Net Assets	10,762,113	5,075,769
<b><i>Total Net Assets</i></b>	<u>11,012,113</u>	<u>5,325,769</u>
<b><i>TOTAL LIABILITIES AND NET ASSETS</i></b>	<u>\$ 11,135,745</u>	<u>\$ 5,328,294</u>

**NEW HAMPSHIRE VACCINE ASSOCIATION**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

	2014	2013
<b>UNRESTRICTED NET ASSETS</b>		
<b>REVENUE AND OTHER SUPPORT</b>		
Net Assets Released From Restrictions		
Assets Released for Operations	\$ 201,514	\$ 82,199
<b>EXPENSES</b>		
<b>Administration Expenses</b>		
Administrative Services	150,153	63,336
Professional Fees	39,577	10,748
<b>Total Administration Expenses</b>	<u>189,730</u>	<u>74,084</u>
<b>Office Expenses</b>		
Office	500	524
Dues and Publications	-	2,200
Miscellaneous	4,750	-
<b>Total Office Expenses</b>	<u>5,250</u>	<u>2,724</u>
<b>Board Expenses</b>		
Insurance	6,534	5,370
Board Meetings	-	21
<b>Total Board Expenses</b>	<u>6,534</u>	<u>5,391</u>
<b>TOTAL EXPENSES</b>	<u>201,514</u>	<u>82,199</u>
<b>INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS</b>	<u>-</u>	<u>-</u>
<b>TEMPORARILY RESTRICTED NET ASSETS</b>		
Assessment Income	21,867,380	14,185,133
Investment Return	24,503	19,324
Net Assets Released From Restrictions		
Remittance to the State of New Hampshire	(16,004,025)	(10,892,517)
Assets Released for Operations	<u>(201,514)</u>	<u>(82,199)</u>
<b>INCREASE IN TEMPORARILY RESTRICTED NET ASSETS</b>	<u>5,686,344</u>	<u>3,229,741</u>
<b>INCREASE IN NET ASSETS</b>	5,686,344	3,229,741
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>5,325,769</u>	<u>2,096,028</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 11,012,113</u>	<u>\$ 5,325,769</u>



**NEW HAMPSHIRE VACCINE ASSOCIATION**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

	2014	2013
<b><i>CASH FLOWS FROM OPERATING ACTIVITIES</i></b>		
Increase in Net Assets	\$ 5,686,344	\$ 3,229,741
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
(Increase) in Operating Assets:		
Prepaid Expenses	634	-
Assessment Receivable	(46,870)	-
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	(1,502)	2,525
Assessment Payable	122,609	-
Total Adjustments	<u>74,871</u>	<u>2,525</u>
<i>Net Cash Provided by Operating Activities</i>	<u>5,761,215</u>	<u>3,232,266</u>
 <b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	 5,761,215	 3,232,266
 <b><i>Cash and Equivalents, Beginning of Year</i></b>	 <u>5,323,811</u>	 <u>2,091,545</u>
 <b><i>Cash and Equivalents, End of Year</i></b>	 <u><u>\$ 11,085,026</u></u>	 <u><u>\$ 5,323,811</u></u>

## **NEW HAMPSHIRE VACCINE ASSOCIATION**

### **NOTES TO THE FINANCIAL STATEMENTS**

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#### **A | ASSOCIATION AND NATURE OF OPERATIONS**

The New Hampshire Vaccine Association is a nonprofit corporation established pursuant to Chapter 126-Q of the New Hampshire Revised Statutes Annotated. The Association was formed to assess certain entities for a portion of the cost of vaccines provided for children in New Hampshire. The Association accomplishes its mission by assessing "assessable entities," as defined by RSA 126-Q:1, II. That definition encompasses all insurers, all government health benefit plans and essentially all third party administrators administering health benefits for any child in New Hampshire. The Association remits funds to the State of New Hampshire so that the NH Department of Health and Human Services is able to purchase and distribute, without charge to health care providers in the State of New Hampshire, all federally-recommended childhood vaccines.

The assessments collected are then transferred to the State of New Hampshire to fund a specified portion of the cost of providing vaccines.

#### **B | SUMMARY OF ACCOUNTING POLICIES**

This summary of significant accounting policies of the New Hampshire Vaccine Association (the Association) is presented to assist in understanding the financial statements. These accounting policies are in conformity with accounting principles generally accepted in the United States.

##### ***Net Assets***

The Association is required to report information regarding its financial position and activities according to classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. Descriptions of the net asset categories included in the Association's financial statements are as follows:

Unrestricted net assets include revenues and expenses and contributions which are not subject to any restrictions. Unrestricted net assets can be board designated by the Executive Board for special projects and expenditures.

Temporarily restricted net assets include contributions for which time or use restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include assets that are invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) can be made available for program operations in accordance with donor restrictions. The Association had no permanently restricted net assets at June 30, 2014 and 2013.

##### ***Basis of Accounting***

The financial statements of the Association have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables, and other current assets and liabilities.

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*(Continued on next page)*



## **NEW HAMPSHIRE VACCINE ASSOCIATION**

### **NOTES TO THE FINANCIAL STATEMENTS**

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#### ***Cash and Cash Equivalents***

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

#### ***Estimates***

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

#### ***Income Tax Status***

The Association was organized as a nonprofit corporation under RSA 292. On January 20, 2004, the Internal Revenue Service ruled that the Association was a nonprofit 501(c)(3) organization, furthermore that it was not a private foundation within the meaning of Internal Revenue Code section 509(a). Accordingly, the Association has not made any provision for income taxes.

For the years ended June 30, 2014 and 2013, management has evaluated its tax positions in accordance with financial accounting standards board (FASB) accounting standards codification (ASC) 740-10, *Accounting for Uncertain Tax Positions*. The Association's management does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized. Additionally, the Association did not recognize interest or penalties resulting from tax liabilities associated with recognizing uncertain tax positions for the years ended June 30, 2014 and 2013.

## **C | CONCENTRATIONS**

#### ***Cash and Cash Equivalents***

The Association maintains all its cash in one financial institution. The Association has substantially all of their cash deposited in money market accounts which are uninsured. Management does not believe they are exposed to significant risk because the cash held in money market accounts is a portfolio comprised of high quality fixed-income securities issued by banks, corporations, and the United States government.

#### ***Revenue***

The Association derives nearly all of its revenue from assessments of licensed insurers in the State of New Hampshire. During the year ended June 30, 2014 the New Hampshire Revised Statutes Annotated (RSA) 126-Q was amended by the passing of House Bill 664. The amendment allowed the Association to develop an operational plan to collect assessments on a quarterly basis from assessable entities based on child covered lives for the cost of vaccines. During the year ended June 30, 2013 certain carriers were not required by law to pay an assessment but instead make voluntary payments. These payments accounted for approximately 7% of total assessments for the year ended June 30, 2013. There were no voluntary payments for the year ended June 30, 2014 as a result of the amendment to RSA 126-Q. Due to the changes in law, management believes they are not subject to risk in relation to voluntary payments at June 30, 2014.

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*(Continued on next page)*



## **NEW HAMPSHIRE VACCINE ASSOCIATION**

### **NOTES TO THE FINANCIAL STATEMENTS**

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#### **D | ASSESSMENT RECEIVABLE**

Assessment receivables are stated at the amount the Association expects to collect from outstanding balances. The Association evaluates the collectability of insurer's accounts by considering factors such as historical experience, the age of the accounts receivable balance, and current economic conditions, and other circumstances, which may affect an insurer's ability to pay. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because the effects of the direct write off method approximate those of the allowance method. The Association assesses finance charges at a rate of .03% per month on all past due accounts until paid in full or written off as uncollectible.

#### **E | RELATED PARTY TRANSACTIONS**

##### *State of New Hampshire*

The Association collects assessments for the State of New Hampshire. The organizations are financially interrelated as they meet the following criteria:

1. The State of New Hampshire has the ability to influence the Association's operating and financial decisions.
2. The State of New Hampshire has an ongoing economic interest in the net assets of the Association.

The Association transfers monies to the State of New Hampshire to fund a specified portion of the cost of providing vaccines for children in the State of New Hampshire. The association transferred \$16,004,025 and \$10,892,517 to the State of New Hampshire in 2014 and 2013, respectively.

#### **F | COMMITMENTS AND CONTINGENCIES**

The Association's plan of operations provides that licensed insurers are assessed a fee based upon the number of covered lives as self-reported to the New Hampshire Health Plan. No request for reconsideration of any assessment or refund of payment made shall be considered by the Association with respect to any request which is not filed with the Association, in writing, on or before that date which is six months after the first due date for the corresponding assessment year. The Association's plan of operations also states that any overpayments are first considered in connection with the assessment determination for the following year and may, depending upon the cash flow needs of the Association, be spread over multiple years. As a result, the Association does not record a commitment or contingency, related to this matter.

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*(Continued on next page)*

***NEW HAMPSHIRE VACCINE ASSOCIATION***  
NOTES TO THE FINANCIAL STATEMENTS

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**G | DESIGNATION OF UNRESTRICTED NET ASSETS**

It is the policy of the Board of Directors of the Association to designate appropriate sums of unrestricted net assets to assure adequate cash flow for operations. As of June 30, 2014 and 2013, the board-designated balance for this purpose was \$250,000.

**H | SUBSEQUENT EVENTS**

Management has evaluated subsequent events through September 10, 2014, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. The Association did not identify any subsequent events that would require disclosure in these financial statements.

October 31, 2014

**TO: All Licensed New Hampshire Health Maintenance Organizations, Third Party Administrators ("TPAs"), Registered Administrative Services Providers with Respect to Health Insurance, Insurance Companies, and Health Service Corporations (together "Assessable Entities")**

You are receiving this mailing because the records of either the New Hampshire Vaccine Association ("NHVA") or the New Hampshire Insurance Department reflect that you likely are an "Assessable Entity" under the recently-revised RSA 126-Q. RSA 126-Q is the statute which established and governs NHVA. All Assessable Entities are required to report to the NHVA on a quarterly basis all "Assessable Lives." Assessable Lives are defined by statute to be "all children under 19 years of age residing in the state who have assessable coverage written or administered by an Assessable Entity."

The NHVA, working with KidsVax® as administrator, facilitates universal purchase of vaccines for New Hampshire children. By collecting payments from Assessable Entities and remitting funds to the State of New Hampshire it is possible for:

- physicians, clinics and hospitals to receive state-supplied vaccines at no charge;
- New Hampshire children to have easy access to critical vaccines; and,
- all payers to participate in one of the most efficient, cost-effective systems in the country for purchasing and distributing childhood vaccines.

On September 30, 2014, NHVA's board ("Board") voted to set the 2015 calendar year assessment at \$0.14. 2015 assessment rate calculations will be made for amounts due on May 15, 2015, August 15, 2015, November 15, 2015, and February 15, 2016 for the measuring months of January through March, April through June, July through September, and October through December, 2015, respectively.

The Board also advises assessable entities, in connection with this notice, that its best estimate of the monthly assessment rate, which would have been applicable, apart from transitional items, would have been at or above \$8.35. Also, kindly be reminded that the rate of \$12.96, as set by the board last year, remains in effect for assessment payments due November 15, 2014 and February 15, 2015. Your organization need only enter the correct number of Assessable Lives for each month. The NHVA self-reporting assessment system will automatically apply the correct rate for each quarter in the invoice it produces.

We are grateful to the payer community of insurers, TPAs, ERISA plans, government entities, and others for their complete and timely transition to the new quarterly child covered lives assessment system. NHVA was intentionally conservative

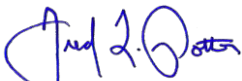
in its recommendation to the New Hampshire legislature that assessments move to a quarterly child covered lives system. Our goal was to more equitably allocate the costs amongst various health plans whose beneficiaries receive childhood vaccines at lower prices due to the New Hampshire Department of Health and Human Services' ("DHHS") Universal Childhood Vaccination Program. We estimated a need for a higher assessment rate under the new program—initially estimated at \$10.61 for calendar year 2015 and \$12.96 thereafter—than what has proven to be required.

Due to the unanticipated but rapid pace of payer compliance, the estimated assessment turned out to be higher than required. As a consequence, NHVA, as reflected in its audited financial statements, has collected substantially more cash than its Board believes necessary to maintain prudent operating reserves. Additionally, it is our understanding under NHVA's guiding regulations, that this is the first time the Board is allowed to reduce the rates for measuring months commencing January, 2015. In reducing the assessment rate to \$0.14 the Board expects to effect a substantial reduction in cash balances over the next 24 months.

We thank the payer community for their evident support of the NHVA funding program. We also want to express our appreciation to the DHHS for its careful management of vaccine supply that resulted not only in vaccine purchases below the anticipated levels, but also very minimal actual wastage (again, below estimated levels used in assessment-setting work). Those factors, as well as payer participation contributed to the strong financial performance of NHVA and allowed the Board to significantly reduce the assessment rate, resulting in a substantial refund, in aggregate, to payers. We invite you to review NHVA's Audited Financial Statements that are available on NHVA's website. Also available on the website is VaxFacts<sup>SM</sup> NH 2013-14 which provides an overview of operations of NHVA last fiscal year.

As always, please do not hesitate to call or e-mail at any time if we can offer further assistance. We desire to facilitate your efforts to maintain compliance in this important program which benefits New Hampshire children while also mitigating the rising costs of health care.

Very truly yours,

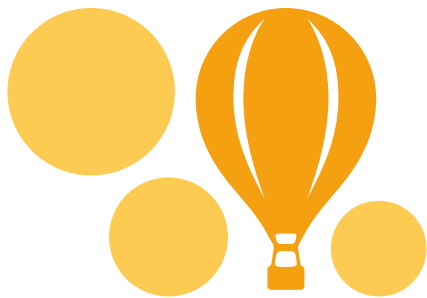


Fred L. Potter, NHVA Executive Director



PO Box 1885 • Concord, NH 03302-1885 **ph** 1.855.KidsVax (543.7829)  
**cell** 603.491.2389 | **fax** 1.855.KidsFax (543.7329) **email** [fpotter@KidsVax.org](mailto:fpotter@KidsVax.org)





2013 - 2014

NHVA 2015-03-06 05.b.i. 1

NH

# VaX Facts<sup>SM</sup>

**NHVA** New Hampshire  
Vaccine Association

## Dear Friends and Colleagues,

As NHVA's 12th year in operation draws to a close, we are pleased to report even greater increases in childhood vaccination coverage and carrier participation. Thanks to the efforts of NHVA's stakeholders—insurers, providers, and the NH Departments of Insurance and Health & Human Services—NH's universal vaccine purchase program has created an even more accurate and equitable assessment system. As a result of the combined efforts of these groups, we are happy to report that our costs for the year remained lower than expected, creating a substantial surplus that will be used to reduce costs to payers in the upcoming year. NH's universal vaccination program set a new record in reducing healthcare costs, producing a cumulative savings total of over \$54 MM dollars.

We are extremely grateful for all the hard work NH's legislature invested in updating NHVA's governing statute. NH's legislation has enabled NHVA to accommodate the systemic changes in the industry due to the implementation of the federal mandates, as required under the Affordable Care Act. As membership moves into healthcare exchanges, further flexibility is needed to keep NHVA current with shifting healthcare structures. Overall, the program has performed admirably. NHVA is thankful for your continued interest in the state's funding of vaccine purchase as it works to protect the lives of NH's children.

Susan M. Tenney, Board Chair

Fred L. Potter, Executive Director

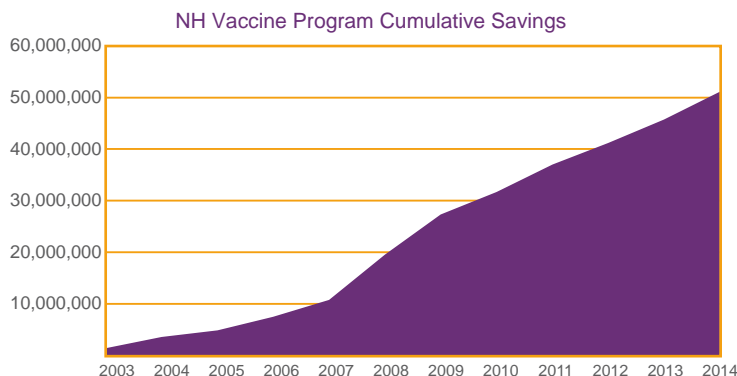
[WWW.NHVACCINE.ORG](http://WWW.NHVACCINE.ORG)

## What is a Universal Purchase Program?

A universal vaccine purchasing program allows a state to purchase essential vaccines for all children, regardless of insurance coverage or income. New Hampshire's program enables state purchase of vaccines for every resident family and to distribute the vaccines to providers, like doctors' offices and hospitals, at no out of pocket cost to the provider or family. The New Hampshire Vaccine Association ("NHVA") funds its universal purchase program through a cooperative approach involving health insurers, providers, and the NH Departments of Insurance and Health & Human Services.

## How does the Universal Purchase Program lower health care costs?

As a universal purchase state, New Hampshire qualifies to purchase vaccines at a substantially discounted federal rate from vaccine manufacturers. State and federal dollars fund vaccines for low-income and other federally-eligible children, while NHVA covers vaccine costs for privately insured children through assessments collected from insurance carriers. This approach allows state health officials to manage the supply of vaccines, thereby lowering providers' administrative costs and ensuring that the state can quickly supply vaccines to vulnerable patient groups during emergencies or vaccine shortages.



Beyond these immediate savings, improved immunization rates will produce long-term savings by eliminating both direct costs of extended treatment and indirect societal costs associated with illness such as missed school, work, disability, or even death.

## How does the Universal Purchase Program improve childhood health?

New Hampshire's universal purchase program ensures that every child who enters a medical provider's office, clinic, or hospital can receive life-saving vaccines at no out of pocket expense as the program makes vaccines available to all health care providers. In turn, more providers offer immunization services because providers no longer have to finance the up-front costs of vaccines out of their own pockets or be burdened with complex ordering systems. As a result, New Hampshire has one of the highest immunization rates in the country, benefiting all New Hampshire citizens. High immunization rates protect vaccinated children, while also protecting individuals whom are unable to receive vaccinations due to allergies or other health problems. A higher immunization rate lowers the odds are that an unvaccinated person will encounter a person carrying a disease.





## A Message from the Division of Public Health Services

When asked why New Hampshire is able to meet or nearly meet the Healthy People 2020 targets set for childhood and immunizations year after year, I credit three critical elements. The first is the parents who choose to protect their children with the most basic of preventive measure— vaccination. By the time children in New Hampshire enter kindergarten, 97% of them have been vaccinated against some of the most harmful diseases known to humankind.

Secondly, medical providers in New Hampshire have structured their practices to recommend and offer childhood vaccinations to the families they serve. Over 90% of our children are vaccinated against diphtheria, tetanus and pertussis, measles, mumps and rubella, polio, hepatitis B and varicella. New Hampshire adolescents are also being vaccinated at rates that surpass the Healthy People 2020 Objectives. In 2013, 94.7% of adolescents were vaccinated against tetanus, diphtheria and pertussis, 91.6% against varicella and 85.6% against meningococcal disease.

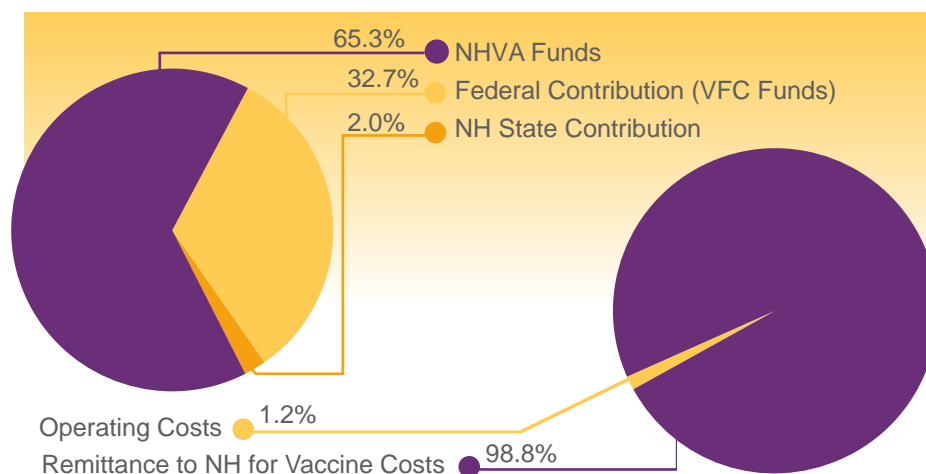
And third, the New Hampshire Vaccine Association, the Centers for Disease Control and Prevention, and the State and Federal Governments have passed legislation and implemented policies to pay for childhood and adolescent vaccines. By paying for vaccines, these funders have made it easy for parents and medical providers to choose vaccinations to keep New Hampshire families healthy.

José Thier Montero, JTM, MD, MHCDS  
Director, Division of Public Health Services  
[www.DHHS.NH.gov/DPHS](http://www.DHHS.NH.gov/DPHS)

## FINANCIALS

July 1, 2013 – June 30, 2014

### Vaccine Funding Sources (Estimated Total: \$24,490,220)



### NHVA Program Expenditures (Total: \$16,205,539)

- References:**
1. For the annual savings analysis visit: [www.NHvaccine.org/savings/2014](http://www.NHvaccine.org/savings/2014)
  2. For the audited financial statements visit: [www.NHvaccine.org/audit/2014](http://www.NHvaccine.org/audit/2014)
  3. The total expenditure amount does not include a \$3,229,741 reserve increase in FYE 6/30/2014. Those funds are reserved by NHVA for future vaccine purchases and operating costs.



## NHVA Board of Directors

### INSURER REPRESENTATIVES

**Ken Ehresmann**  
Regional Vice President, Underwriting  
Anthem Blue Cross & Blue Shield

**Elaine Koskela**  
Senior Contract Manager  
CIGNA Health Care

**Susan Tenney**  
Manager, Network Contracting  
Harvard Pilgrim Health Care, Inc.

### HEALTHCARE PROVIDER REPRESENTATIVES

**Everett Lamm, MD**

**David Fredenburg, MD**

### GOVERNMENTAL REPRESENTATIVES

**Dr. José Thier Montero, JTM, MD, MHCDS**  
Director  
Division of Public Health Services

**David Sky**  
Life, Accident and Health Actuary  
New Hampshire Insurance Department

[WWW.NHVACCINE.ORG](http://WWW.NHVACCINE.ORG)

### ADMINISTRATOR:

**KidsVax.org**

**PHONE:** 1-855-KidsVax (543-7829)

**FAX:** 1-855-KidsFax (543-7329)

**WEBSITE:** [www.KidsVax.org](http://www.KidsVax.org)

### KIDS VAX® STAFF

**Fred L. Potter**  
Executive Director

**Claire M. Roberge**  
Controller

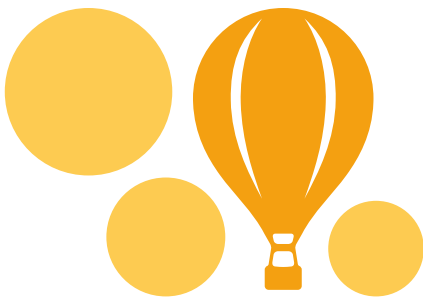
**Julia G. Walter**  
Staff Attorney &  
Communications  
Coordinator

**Terry Mills**  
Executive Assistant

**Peter Smith**  
Financial Analyst







# VaxFacts

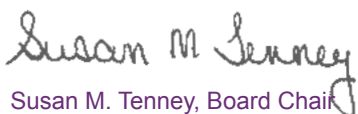
## Dear Friends & Colleagues,

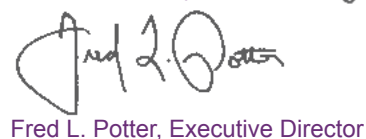
2013 marked the 11th year of operation for NHVA. NHVA is committed to improving access to childhood vaccines while reducing health care costs. We are pleased to report dramatic successes on both fronts. Thanks to the efforts of NHVA's key constituents—insurers, providers, and the NH Departments of Insurance and Health & Human Services—NH's universal purchase program has provided a steady vaccine supply to our children and resulted in the state being ranked 2nd in the nation for childhood immunization. The program also produced \$4.5MM dollars in health care cost savings this year\*, for a cumulative savings of over \$45MM dollars.

NHVA continues to simplify vaccine financing for payers and providers. Special thanks go out to the NH legislature for revising NHVA's governing statute to ensure that assessments are shared equitably among payers. To implement these revisions, NHVA launched an improved website and created a new assessment tool that will allow payers to submit reports online starting in 2014.

There is also good news for providers. After a federal policy change was announced that would have required providers to keep separate vaccine inventories for publicly and privately insured children, the NH Department of Health & Human Services received CDC approval for an alternative plan for tracking inventories, removing that burden from providers.

NHVA remains grateful for your continuing support as it works to reduce the occurrence of vaccine preventable disease and to protect the health of NH's children.

  
Susan M. Tenney, Board Chair

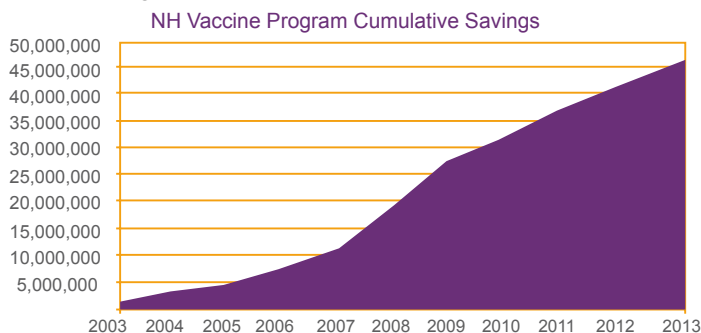
  
Fred L. Potter, Executive Director

## What is a Universal Purchase Program?

Universal purchase ensures that all children have access to critical vaccines. New Hampshire's program allows the state to purchase vaccines for every resident child, regardless of insurance coverage or income, and to distribute the vaccines to providers free of charge. The New Hampshire Vaccine Association funds universal purchase through a cooperative approach involving insurers, health care providers, and the NH Departments of Insurance and Health & Human Services.

## How does the Universal Purchase Program lower health care costs?

As a universal purchase state, New Hampshire is able to purchase vaccines at substantially discounted federal contract rates. State and federal dollars fund vaccines for low-income and other federally-eligible children, while NHVA covers vaccine costs for privately insured children through assessments collected from insurance carriers. This approach allows state health officials to manage the supply of vaccines, thereby lowering providers' administrative costs and ensuring that the state can quickly supply vaccines to vulnerable patient groups during emergencies or vaccine shortages.



Beyond these immediate savings, improved immunization rates produce long-term savings by eliminating both direct costs of extended treatment and indirect societal costs associated with illness such as missed school or work, disability, or even death.

## How does the Universal Purchase Program improve childhood health?

In New Hampshire, every child in every doctor's office has access to life-saving vaccines because the program makes vaccines available to all health care providers. More providers offer immunization services because doctors no longer have to finance the up-front costs of vaccines out of their own pockets or be burdened with complex ordering systems. As a result, New Hampshire has one of the highest immunization rates in the country. A high immunization rate protects vaccinated children, of course, and it also protects the children and adults who are unable to receive vaccinations due to allergies or other health problems. The higher the immunization rate, the lower the odds are that an unvaccinated person will encounter a person carrying a disease.





## A Message from the Division of Public Health Services

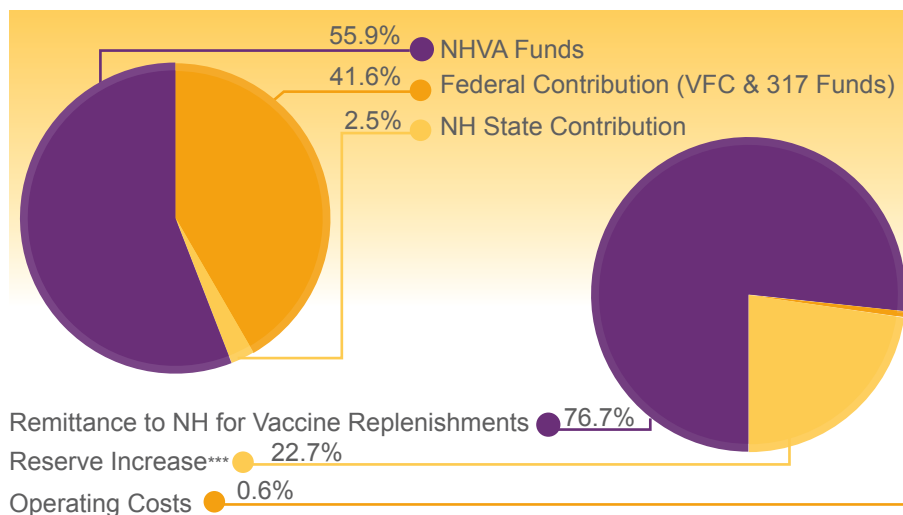
Twelve years before the phrase “reduce barriers to health care” became the rallying cry for the health reform initiatives of 2014, the New Hampshire state legislators had already created the New Hampshire Vaccine Association (NHVA). Ever since NHVA’s inception, this organization of insurers has continued to invest in the health of New Hampshire’s children, guaranteeing vaccine access for all under the age of nineteen years. As a universal vaccination state, New Hampshire has been a recognized leader in childhood vaccines. In 2012, 80.1% of the children between 19 and 35 months of age were vaccinated with ALL of the recommended vaccines (second only to Hawaii’s 80.2%). The New Hampshire State Health Improvement Plan has designated childhood vaccination as a priority for 2013 through 2020 – seeking support from all our strategic partners, including NHVA. We have no doubt that this vital, mission-focused organization will continue to support immunizations, a prevention strategy that has saved millions of dollars and hundreds of lives in the state for over a decade.

José Thier Montero, MD, MHCDS  
Director, Division of Public Health Services  
[www.DHHS.NH.gov/DPHS](http://www.DHHS.NH.gov/DPHS)

## FINANCIALS

July 1, 2012 – June 30, 2013

### Vaccine Funding Sources (Estimated Total: \$19,485,002)



**References:** \* See report of Peter Smith, Financial Analyst, at [www.nhvaccine.org](http://www.nhvaccine.org).

\*\* Complete audited financial statements are available at [www.nhvaccine.org/nhvaccine.nsf/documents/FinancialStatement2013.html/\\$File/2013%20Financial%20Statements%20-%20FINAL.pdf](http://www.nhvaccine.org/nhvaccine.nsf/documents/FinancialStatement2013.html/$File/2013%20Financial%20Statements%20-%20FINAL.pdf)

\*\*\* Funds reserved by NHVA are for future vaccine purchases and operating costs.



## NHVA Board of Directors

### INSURER REPRESENTATIVES

**Maria M. Proulx**  
Senior Legal Counsel  
Anthem Blue Cross and Blue Shield

**Scott Beaudette**  
Director, Contracting  
CIGNA Health Care

**Susan Tenney**  
Harvard Pilgrim Health Care-NE

### HEALTHCARE PROVIDER REPRESENTATIVES

**Everett Lamm, MD**

**David Fredenburg, MD**

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**Dr. José Thier Montero**  
Director  
Division of Public Health Services

**David Sky**  
Life, Accident and Health Actuary  
New Hampshire Insurance Department

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### KIDSVAX® STAFF

**Fred L. Potter**  
Executive Director

**Claire M. Roberge**  
Controller

**Laurie Beth Pliakos**  
Staff Attorney &  
Communications  
Coordinator

**Terry Mills**  
Executive Assistant

**Peter Smith**  
Financial Analyst





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**Mark S. McCue**  
mmccue@hinckleyallen.com  
Direct: (603) 545-6128

February 24, 2015

*Via Email: [susan\\_tenney@harvardpilgrim.org](mailto:susan_tenney@harvardpilgrim.org)*

Susan Tenney, Board Chair  
New Hampshire Vaccine Association  
c/o Harvard Pilgrim Health Care of New England  
650 Elm Street, 7<sup>th</sup> Floor  
Manchester, New Hampshire 03101

*Re: Engagement as Outside General Legal Counsel*

Dear Sue:

Thank you for considering Hinckley Allen to represent New Hampshire Vaccine Association (the "Association") as its outside general counsel. We have enjoyed assisting the Association and truly welcome the opportunity to serve as the Association's outside legal counsel and address the ongoing and future legal needs of the Association as they arise. As contemplated by our August 1, 2013 engagement letter for the Right-to-Know project, this letter describes the terms our engagement should the Association choose to engage us, and how we would propose to handle our outside counsel services.

**Client.**

Our client in this matter would be the New Hampshire Vaccine Association. Presumably you would be our primary contact, as chair of the board of directors, but we also would expect to communicate with the Association's administrator, KidsVax. We will honor any limitations the Association's Board of Directors may establish on the assignment of legal projects to us under this engagement, provided that such limitations are communicated to us in writing.

Susan Tenney, Chair  
New Hampshire Vaccine Association  
February 24, 2015  
Page 2

### **Scope of Engagement.**

Hinckley Allen will serve as general outside counsel to the Association. In addition to regular attendance at all Board of Director meetings, we will attend any committee meetings at your request and we will address specific legal issues as they arise and are assigned to us. At no cost and at your election, we can conduct a legal audit of the Association and identify any policies or other legal protections which we recommend be established.

### **Attorney Assignment; Qualifications.**

I would be primarily responsible for this engagement. As necessary, I will be assisted by other attorneys and paralegals in order to handle this matter promptly and in the most efficient manner. I will communicate with you regularly about this engagement and the status of our work. You may contact me at any time by calling my direct dial (603) 545-6128 or my cell phone (603) 361-2655, or by emailing me at [mmccue@hinckleyallen.com](mailto:mmccue@hinckleyallen.com).

In addition to thirty years of experience as a corporate lawyer representing non-profit entities and joint ventures, I have served as the outside counsel to the New Hampshire Health Plan, the New Hampshire Small Employer Health Reinsurance Pool, and the New Hampshire Healthy Kids Corporation. I currently am the Chair of the Hinckley Allen Health Group, and through my representation of a number of continuing care retirement communities, health care providers, and the quasi-governmental programs listed above, I have developed knowledge of New Hampshire health care and insurance regulations and a working relationship with the regulating agencies.

### **Client Responsibilities.**

Open and honest communications are critical to any engagement, and we expect that you will be candid and cooperative and keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject of our representation and as reasonably requested by us. Because it is important that we be able to contact you to consult with you regarding your representation, you agree to inform us, in writing, of any changes in your name, address, telephone number, email address and other relevant changes. We also expect that you will pay our statements for services and expenses as described below.



Susan Tenney, Chair  
New Hampshire Vaccine Association  
February 24, 2015  
Page 3

### **Advice about Possible Outcomes.**

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the transaction or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee of results.

### **Termination of Engagement.**

At any time the Association may terminate our services and representation upon written notice to the firm. Such termination, however, will not relieve the Association of the obligation to pay for all services already rendered, and to pay for all expenses incurred on behalf of the Association through the date of termination.

Although we do not anticipate doing so, we reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct under appropriate circumstances and upon written notice to the Association. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Association's interests in the above matter, and the Association agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. Unless previously terminated, our representation of the Association in this matter will terminate upon our sending you our final statement for services rendered in the matter.

### **File Retention and Destruction.**

Upon the conclusion of our engagement (or earlier termination according to the foregoing provision) we will promptly return to you original records and documents you provided to us (or otherwise dispose of them if you so direct), reserving the right to retain copies for our files. We also will provide you originals or copies of documents we believe it is important for you to have or that you may request. In accordance with our firm's document retention and destruction policy, we will retain our file for 10 years, after which we may have the file destroyed, without further notice, in a manner that protects confidentiality. During the 10-year retention period, we will honor requests from you for copies of documentation from our file.

Susan Tenney, Chair  
New Hampshire Vaccine Association  
February 24, 2015  
Page 4

### **Post-Engagement Matters.**

To the extent that you request our legal services in connection with specific matters and after completion of each such matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from such matter, the firm has no continuing obligation to advise you with respect to future legal developments.

### **Fees and Expenses.**

Although the principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates, we are willing to discuss mutually-acceptable alternative fee arrangements from time to time based on other factors, including the novelty and difficulty of the issues involved, the skill required to perform the services properly, the experience, reputation, and ability of those performing the services, the time limitations imposed by you or the circumstances, the amount involved and the results obtained. My 2015 hourly billing rate is \$540, but I would offer the Association my preferred rate of \$485. 2015 preferred billing rates for other lawyers who may assist me range from \$580 (for tax expertise) to \$245, and the 2015 preferred rate for our corporate paralegal is \$230.

With respect to attendance at Board and Committee meetings, I would be willing to charge a flat rate of \$750 for any meeting of under four (4) hours in duration, and \$1,250 for any meeting lasting between four (4) and six (6) hours. Any additional work in connection with these meetings, unless otherwise mutually agreed, would be billed at the hourly rates noted above.

We will include on our statements separate charges, at cost, for certain extraordinary expenses such as messenger and overnight delivery service, computerized research, travel, and search and filing fees incurred in the course of the engagement. We do not bill for ordinary expenses such as telephone, copying or postage expenses. If you direct or authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in this matter, their fees and expenses of others generally will not be paid by us, but will be billed directly to you.



Susan Tenney, Chair  
New Hampshire Vaccine Association  
February 24, 2015  
Page 5

**Billing.**

Statements normally will be rendered monthly for work performed and expenses recorded during the previous month. Payment is due promptly upon receipt of our statement. Any amounts not paid within 45 days may incur a late charge at the monthly rate of one percent (1%).

Please review this carefully and contact me with any questions you have concerning our understanding relative to this potential engagement. Your satisfaction with both the quality of our legal work and the fairness of the fees we charge for those services is critically important to us.

If the Association Board approves our engagement and these terms are acceptable to you, please return to me an executed copy of this letter at your earliest convenience. Again, I am grateful for your consideration of Hinckley Allen on behalf of the Association, and I very much look forward to a mutually rewarding relationship.

Sincerely,

*Mark S. McCue*

Mark S. McCue

AGREED TO AND ACCEPTED:  
NEW HAMPSHIRE VACCINE ASSOCIATION

By: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2015

#53098562v1

## **BOARD OF DIRECTORS**

### **Insurer Representatives [RSA 126-Q:3, III.(a)]**

Jason Margus, F.S.A., M.A.A.A.  
Anthem Blue Cross & Blue Shield  
1155 Elm Street, Suite 200  
Manchester, NH 03101-1505

Telephone: 603-541-2021  
E-mail: Jason.margus@anthem.com

Elaine Koskela  
Senior Contract Manager  
CIGNA Health Care  
Two College Park  
Hooksett, NH 03106

Telephone: 603-268-7193  
E-mail: Elaine.Koskela@Cigna.com

Susan Tenney  
Manager, Network Contracting  
Harvard Pilgrim Health Care-NE  
650 Elm Street, 7<sup>th</sup> Floor  
Manchester, NH 03101

Telephone: 603-656-9594  
Facsimile: 603-656-9565  
E-mail: Susan\_Tenney@hphc.org

### **Healthcare Provider Representatives [RSA 126-Q:3, III.(b)]**

Everett J. Lamm, M.D., F.A.A.P.  
11 Autumn Lane  
Stratham, NH 03885

Telephone: 603-918-0156 (Cell)  
Facsimile:  
E-mail: ejlamm@aap.net

David Fredenburg, M.D.  
27 Hazelwood Road  
Hudson, NH 03051

Telephone: 603-598-0996  
Cell: 603-321-6664  
E-mail: fredenburg.david@gmail.com

### **Governmental Representatives [RSA 126-Q:3, III.(c)&(d)]**

Dr. Jose Their Montero, Director  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301  
(Personal Representative for Commissioner Nicholas Toumpas)  
See Bylaws Article IV. Section 20.

Telephone: 603-271-4501  
Facsimile: 603-271-4827  
E-mail: JMontero@dhhs.state.nh.us  
Assistant: Kathie Capron 603-271-4612  
E-mail: Kathleen\_Capron@dhhs.state.nh.us

David Sky  
Life, Accident and Health Actuary  
New Hampshire Insurance Department  
21 South Fruit Street, Suite 14  
Concord, NH 03301

Telephone: 603-271-7973 x239  
Facsimile: 603-271-1406  
E-mail: David.Sky@ins.nh.gov

### **Representatives of Self-Insured Entities [RSA 126-Q:3, III.(e)]**

[Currently vacant]  
(Appointed by the Governor and Council)

### **Members of the Public [RSA 126-Q:3, III.(f)&(g)]**

Edward P. Moran  
Former State Legislator  
19 Ministerial Rd  
Bedford, NH 03301  
(Appointed by the Speaker of the House)

Telephone: 603-472-5912 ext 2016  
E-mail: edpmoran@gmail.com

Laura Condon  
12 Brick Mill Road  
Bedford, NH 03110  
(Appointed by the President of the Senate)

Telephone: 603-471-0787  
E-mail: vaxchoicenh@gmail.com

**NEW HAMPSHIRE GOVERNMENTAL AUTHORITIES**NH Department of Health & Human Services

Nicholas A. Toumpas, Commissioner  
 NH Dept. of Health & Human Services  
 129 Pleasant Street  
 Concord, NH 03301

Telephone: 603-271-4331  
 Facsimile: 603-271-4912  
 Assistant: Kathleen Henderson 603-271-4334  
 E-mail: kHenderson@dhhs.state.nh.us

Marcella J. Bobinsky  
 Program Manager  
 NH Immunization Program  
 Division of Public Health Services  
 29 Hazen Drive  
 Concord, NH 03301

Telephone: 603-271-2853  
 Facsimile: 603-271-3850  
 E-mail: Marcella.J.Bobinsky@dhhs.state.nh.us

NH Insurance Department

Roger A. Sevigny, Commissioner  
 New Hampshire Insurance Department  
 21 South Fruit Street, Suite 14  
 Concord, NH 03301-2430

Telephone: 603-271-2261  
 Facsimile: 603-271-7851  
 E-mail:  
 Assistant: Sandy Barlow 603-271-7973 x 202

KidsVax

Fred L. Potter  
 P.O. Box 1885  
 Concord, NH 03302-1885

Telephone: 855-556-4101 (Direct Line)  
 Facsimile: 855-556-4101 (Direct Fax)  
 E-mail: FPotter@KidsVax.org

Claire M. Roberge  
 P.O. Box 1885  
 Concord, NH 03302-1885

Telephone: 855-556-4102 (Direct Line)  
 Facsimile: 855-556-4102 (Direct Fax)  
 E-mail: CRoberge@KidsVax.org

Julia G. Walter  
 P.O. Box 1885  
 Concord, NH 03302-1885

Telephone: 855-556-4104 (Direct Line)  
 Facsimile: 855-556-4104 (Direct Fax)  
 E-mail: JWalter@KidsVax.org

Terry Mills  
 P.O. Box 1885  
 Concord, NH 03302-1885

Telephone: 855-556-4103 (Direct Line)  
 Facsimile: 855-556-4103 (Direct Fax)  
 E-mail: TMills@KidsVax.org

# **BOARD GOVERNANCE ROLES**

## Officers

Chair: Susan Tenney  
 Vice-Chair: Jose Montero, M.D.  
 Treasurer: David Fredenburg, M.D.  
 Secretary: Elaine Koskela

## Legislative Committee

Susan Tenney  
 David Sky (or his designee)  
 Fred Potter (provide assessment administrator assistance)  
 Mark McCue, Esq. (provide legal counsel)

## Finance/Audit Committee

David Fredenburg, M.D. – Chairman  
 Susan Tenney – Vice-Chair  
 David Sky  
 Laura Condon  
 (Potential Open Position – at the Annual Meeting Ken Ehresmann had been designated but has since left the Board.)

March 6, 2015  
Proposed Form of Votes - New Hampshire Vaccine Association

The following are suggested forms of votes only. They are intended to be an aid to facilitate work by individual directors. All board policy and the final form of votes is exclusively the province of the Board acting collectively as a Board of Directors.

Item under Agenda Section 2a:

VOTED: To approve the minutes of the September 30, 2014 Audit Committee meeting and the minutes of the February 13, 2015 Special Board meeting.

[To approve the minutes of the September 30, 2014 Audit Committee meeting and the minutes of the February 13, 2015 Special Board meeting with the changes suggested at this meeting.]

Item under Agenda Section 2b:

VOTED: To authorize the execution of KeyBank documents to establish the lockbox account and Processing Agreements as presented at the meeting.

[To authorize the execution of KeyBank documents to establish the lockbox account and Processing Agreements with the changes suggested at this meeting.]

VOTED: To authorize the following individuals to be check signers for all New Hampshire Vaccine (NHVA) accounts, including KeyBank and Bank of New Hampshire:

David Fredenburg, M.D.  
Susan Tenney  
Jason Margus

and to authorize any one of the above-name directors to sign checks up to \$5,000 and require two signatures on any check above that amount.

[To authorize the following individuals to be check signers for all New Hampshire Vaccine (NHVA) accounts, including KeyBank and Bank of New Hampshire:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and to authorize any one of the above-name directors to sign checks up to \$\_\_\_\_\_ and require two signatures on any check above that amount.]

Item under Agenda Section 4a:

VOTED: To approve the NHVA Communications Policy as presented at this meeting, effective immediately.

[To approve the NHVA Communications Policy with the changes suggested at this meeting, effective immediately.]

Item under Agenda Section 4b:

VOTED: To approve the NHVA Political Activity and Public Advocacy Policy as presented at this meeting, effective immediately.

[To approve the NHVA Political Activity and Public Advocacy Policy with the changes suggested at this meeting, effective immediately.]

Item under Agenda Section 4c:

VOTED: To approve the NHVA Public Policy Positions as presented at this meeting, effective immediately.

[To approve the NHVA Public Policy Positions with the changes suggested at this meeting, effective immediately.]

Item under Agenda Section 5a:

VOTED: To approve the 2014 NHVA Annual Report to the Legislature as presented at this meeting.

[To approve the 2014 NHVA Annual Report to the Legislature with the changes suggested at this meeting.]

Item under Agenda Section 5b:

VOTED: To approve the VaxFacts<sup>SM</sup> NH 2013-14 Edition as presented at this meeting.

[To approve the VaxFacts<sup>SM</sup> NH 2013-14 Edition with the changes suggested at this meeting.]

Item under Agenda Section 7a:

VOTED: To authorize execution of the Outside General Counsel Engagement Letter presented by Hinckley Allen as presented at this meeting, effective immediately.

[To authorize execution of the Outside General Counsel Engagement Letter presented by Hinckley Allen NHVA Legislative Policy with the changes suggested at this meeting, effective immediately.]

Item under Agenda Section 7b:

VOTED: To authorize the Board Chair or Executive Director to request outside general counsel services to NHVA from time-to-time as they determine helpful or necessary (i) to conduct the work of NHVA, (ii) to assist the Legislative Committee of NHVA, or (iii) to otherwise prepare for Board meetings.

[To authorize the Board Chair or Executive Director to request outside general counsel services to NHVA from time-to-time \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.]



### DIRECTIONS TO KIDSVAX®

**125 North State Street [at the corner of North State Street and Franklin Street], Concord, NH**  
**Please call (603) 491-8044 or (855) 556-4103 with questions.**

#### From the North:

- Take I-93 South.
- Merge onto US-202 W via Exit 15W toward US-3/North Main Street/Downtown.
- Turn left at the traffic lights onto North Main Street/US-3/US-202 W.
- Take the first right onto Franklin Street (Friendly's Restaurant is on the corner).
- At the rotary on Franklin and North State Streets, proceed half way around the rotary onto Franklin Street.
- Take the first right into the parking lot. KidVax® is located in the yellow Victorian house on the corner of Franklin and North State Streets.

#### From the South:

- Take I-93 North.
- Merge onto US-202 W via Exit 15W toward US-3/North Main Street/Downtown.
- Turn left at the traffic lights onto North Main Street/US-3/US-202 W.
- Take the first right onto Franklin Street (Friendly's Restaurant is on the corner).
- At the rotary on Franklin and North State Streets, proceed half way around the rotary onto Franklin Street.
- Take the first right into the parking lot. KidVax® is located in the yellow Victorian house on the corner of Franklin and North State Streets.

