



25
mar

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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

May 25, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to exercise a renewal option to a contract with North Country Health Consortium (NCHC), 262 Cottage Street, Suite 230, Littleton, New Hampshire (Vendor Code #158557-B001) for the provision of services for building Community Health Worker (CHW) capacity to improve chronic disease prevention and management, by increasing the price limitation by \$80,000 from \$280,000 to \$360,000 and by extending the contract completion date from June 30, 2018 to June 30, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds

The original contract was approved by the Governor and Executive Council on September 21, 2016 (Item #14).

Funds are available in the following accounts for SFY 2019, and are anticipated to be available in SFY 2020 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER

Fiscal Year	Class/Object	Class Title	Activity Code	Current Budget	Increase/Decrease	Modified Budget
SFY 2017	102-500731	Contracts for Prog. Svcs.	90080081	\$100,000	\$0	\$100,000
SFY 2018	102-500731	Contracts for Prog. Svcs	90080051	\$100,000	\$0	\$100,000
			<i>Subtotal</i>	<i>\$200,000</i>	<i>\$0</i>	<i>\$200,000</i>

05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE

Fiscal Year	Class/Object	Class Title	Activity Code	Current Budget	Increase/Decrease	Modified Budget
SFY 2017	102-500731	Contracts for Prog. Svcs	90017317	\$40,000	\$0	\$40,000
SFY 2018	102-500731	Contracts for Prog. Svcs	90017317	\$40,000	\$0	\$40,000
SFY 2019	102-500731	Contracts for Prog. Svcs	90017317	\$0	\$40,000	\$40,000
SFY 2020	102-500731	Contracts for Prog. Svcs	90017317	\$0	\$40,000	\$40,000
			<i>Subtotal</i>	<i>\$80,000</i>	<i>\$80,000</i>	<i>\$160,000</i>
			Grand Total	\$ 280,000	\$80,000	\$ 360,000

EXPLANATION

The purpose of this request is to allow the Contractor to continue building CHW capacity to improve chronic disease prevention and management in the State's North Country Public Health Region, an area that includes thirty-seven (37) municipalities with approximately 86,000 residents in Coos and northern Grafton counties.

A CHW is a frontline public health worker who is a trusted member of and/or has a thorough understanding of the community served. They play an important role in bridging health and social services for individuals, families, and communities. CHWs are a key component in preventing chronic disease and improving health outcomes by facilitating access to services and improving the quality and cultural competence of the service delivery system.

In New Hampshire, several chronic diseases including heart disease, stroke and diabetes rank in the top ten causes of death. Because of their high mortality rates, heart disease, stroke, and diabetes have all been identified in the New Hampshire State Health Improvement Plan as priority areas for improvement.

The Department has implemented an evidence-based strategy to increase prevention and improve health outcomes for those diagnosed with a chronic disease, which includes building CHW capacity. CHWs, as part of a clinical care team, have been shown to improve health outcomes and can also contribute to reduction in healthcare costs, by reducing emergency room visits and unnecessary hospitalizations.

Funds in this agreement will be used to pay a portion of the salaries for two (2) CHWs, increasing capacity to improve chronic disease prevention and management in the North Country Public Health Region. Specifically, NCHC will:

- Carry out an educational campaign to the health care providers and administrators about the value of integrating CHWs into care teams;
- Recruit, hire, and train CHWs utilizing the NCHC - CHW hybrid curriculum;
- Establish an infrastructure and home that supports CHWs' on-going learning;
- Deploy CHWs into the community for both one-on-one and group-based services, and;
- Participate in, and provide leadership for, the New Hampshire Community Health Worker Coalition.

This contract was competitively bid. As referenced Form P-37, General Provisions, Paragraph 18 and in Exhibit C-1 of this Contract, The State has the option to renew services for up to two (2) additional years, contingent upon satisfactory performance of the Contractor, available funding, agreement of the parties and approval of the Governor and Executive Council. The Department is satisfied with the performance of the Contractor, and is seeking to renew the services for the remaining two (2) years.

Should the Governor and Executive Council not authorize this request, much needed cost effective improvements in chronic disease prevention and management among residents in the North Country Public Health Region may not be realized, which may result in restricting access to necessary health care services for residents of the North Country Region.

Area Served: North Country Public Health Region.

Source of Funds: 100% Federal Funds:

CFDA #93.898 U. S. Department of Health and Human Services, Centers for Disease Control and Prevention, NH Comprehensive Cancer Control Program & Cancer Registry, FAIN # NU58DP006298.

CFDA #93.757 U. S. Department of Health and Human Services, Centers for Disease Control and Prevention, Establishments of State Public Health Actions/1305 Basic Grant, FAIN # NU58DP004821.

CFDA #93.758 U. S. Department of Health and Human Services, Centers for Disease Control and Prevention, PPHF 2017: Preventive Health and Health Services Block Grant, FAIN # NB01OT009141.

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

Respectfully Submitted,



Lisa M. Morris

Director

Approved by:



Jeffrey A. Meyers

Commissioner



**New Hampshire Department of Health and Human Services
Building Community Health Worker Capacity to
Improve Chronic Disease Prevention and Management**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Building Community Health Worker Capacity to
Improve Chronic Disease Prevention and Management**

This 1st Amendment to the Building Community Health Worker Capacity to Improve Chronic Disease Prevention and Management contract (hereinafter referred to as "Amendment #1") dated this 17th day of May 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or the "Department") and North Country Health Consortium, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 21, 2016 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to two (2) years upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, modify the scope of services, and extend the contract completion date to support continued delivery of these services; and

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

1. Form P-37, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, Block 1.8, Price Limitation, to read:
\$360,000.
3. Form P-37, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, Block 1.10, State Agency Telephone Number, to read:
(603) 217- 9330.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Add Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 2, Subparagraph 2.3 through Subparagraph 2.5, to read:
 - 2.3. The Catalogue of Federal and Domestic Assistance (CFDA) #93.898 U. S. Department of Health and Human Services, Centers for Disease Control and



**New Hampshire Department of Health and Human Services
Building Community Health Worker Capacity to
Improve Chronic Disease Prevention and Management**

Prevention, NH Comprehensive Cancer Control Program & Cancer Registry,
FAIN # NU58DP006298.

2.4 The Catalogue of Federal and Domestic Assistance (CFDA) #93.757, United States Department of Health and Human Services, Centers for Disease Control and Prevention, Establishments of State Public Health Actions/1305 Basic Grant, Federal Award Identification Number (FAIN) NU58DP004821;

2.5 The Catalogue of Federal and Domestic Assistance (CFDA) #93.758 U. S. Department of Health and Human Services, Centers for Disease Control and Prevention, PPHF 2017: Preventive Health and Health Services Block Grant, FAIN # NB01OT009141.

7. Add Exhibit B-1 Amendment #1, SFY 2019 Budget.

8. Add Exhibit B-2 Amendment #1, SFY 2020 Budget.

9. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services
 Building Community Health Worker Capacity to
 Improve Chronic Disease Prevention and Management**

This amendment shall be effective upon the date of Governor and Executive Council approval.
 IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
 Department of Health and Human Services

6/4/18
 Date

Lisa M. Morris
 Name: Lisa M. Morris
 Title: Director

North Country Health Consortium

5/23/18
 Date

Wancy Frank
 Name: Wancy Frank
 Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Grafton on May 23, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Tracy A. Page
 Signature of Notary Public or Justice of the Peace

Tracy A. Page, Notary Public
 Name and Title of Notary or Justice of the Peace

TRACY A. PAGE
 Notary Public - New Hampshire
 My Commission Expires September 18, 2018

My Commission Expires: Sept. 18, 2018



**New Hampshire Department of Health and Human Services
Building Community Health Worker Capacity to
Improve Chronic Disease Prevention and Management**

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

OFFICE OF THE ATTORNEY GENERAL

6/6/18
Date

Rebecca W. Ross
Name: *Rebecca W. Ross*
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:





Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Work

- 2.1. The Contractor shall provide training and technical assistance online and/or in-person through, among other things, training sessions and continuing education programs, to health professionals, purchasers and community organizations to increase the use of CHWs in chronic disease prevention and management. This shall include, but not be limited to:
 - 2.1.1. Educating health care staff, administrators, and payers to improve their understanding and acceptance of CHWs, their qualifications, and the unique contributions they make to support patients and help clinicians deal with patient related challenges;
 - 2.1.2. Educating groups of health care providers on the roles that CHWs can play; how CHWs fit into the medical home model; how CHWs can contribute to the Triple Aim, improve the health of populations, and reduce the per capita cost of health care;
 - 2.1.3. Providing technical assistance to organizations that want to hire CHWs or work with CHWs;
 - 2.1.4. Identifying and engaging key stakeholders to assist in building and maintaining support for team-based care and CHWs; and
- 2.2. The Contractor shall provide CHW training using on-line and/or in-person formats which shall include, but is not limited to:
 - 2.2.1. Ensuring that CHW strengths, including their ability to connect with communities through their commonalities of shared life experience, are reinforced;
 - 2.2.2. Utilizing existing New Hampshire CHW training curricula on topics that include, but are not limited to:
 - 2.2.2.1. Understanding the CHW role;
 - 2.2.2.2. Developing communication Skills;
 - 2.2.2.3. Cultural Competency and Cultural Humility;
 - 2.2.2.4. Health Equity;



Exhibit A Amendment #1

- 2.2.2.5. Outreach Methods and Strategies;
 - 2.2.2.6. Writing and Documentation Skills;
 - 2.2.2.7. Client and Community Assessment Skills;
 - 2.2.2.8. Service Coordination Skills;
 - 2.2.2.9. Group Facilitation and Presenting Skills;
 - 2.2.2.10. Public Health Concepts;
 - 2.2.2.11. Advocacy and Community Building;
 - 2.2.2.12. Professional Skills and Conduct, including Legal and Ethical Responsibilities; and
 - 2.2.2.13. Rules Governing Third Party Payers.
- 2.2.3. Using CHW training modules that emphasize health promotion and teach CHWs how to help patients prevent or prioritize and manage their chronic diseases, such as diabetes or other conditions such as hypertension, elevated blood sugar, or cholesterol values that are not normal, and refer to evidence-based chronic disease prevention and management programs; and
- 2.2.4. Providing both basic and specific training for CHWs in areas related to chronic disease, such as National Diabetes Prevention Program, Diabetes Self-Management Education, hypertension, and self-monitoring of blood pressure, as needed and in consultation with the Department.
- 2.3. The Contractor shall implement other activities related to training, which shall include but not be limited to:
- 2.3.1. Utilizing existing New Hampshire CHW curricula. As able, utilize materials for training, promotion and outreach available through the U.S. CDC, the Department, or other organizations, with approval from the Department;
 - 2.3.2. Providing CEUs and CMEs, as necessary, for physicians, nurses, and/or other licensed practitioners who complete training;
 - 2.3.3. Providing evaluation summary to the Department of all training and technical assistance activities quarterly; and
 - 2.3.4. Supporting other training as required by the Department.
- 2.4. The Contractor shall partner with a statewide CHW Coalition, regional health care systems, Accountable Care Organizations (ACOs), and other key partner organizations to integrate CHWs into models of chronic disease care, improve CHW workforce development, identify viable financing mechanisms and build infrastructure to support CHWs. This includes working with the Association of State and Territorial Officials (ASTHO) CHW Learning Community. Activities shall include, but not be limited to:
- 2.4.1. Evaluating the impact of the CHW Coalition on chronic disease in New Hampshire. As able, through the evaluation, document value added, cost savings to programs, effective use of services, patient behavioral and

nd

5/23/18



Exhibit A Amendment #1

- clinical improvement such as hemoglobin A1c, hypertension, medication adherence and documented self-management plans;
- 2.4.2. Reaching out to leadership across organizations to build a centralized support for CHWs;
 - 2.4.3. Developing a set of core skills, competencies, and scope of practice for CHWs that are recognized statewide. This shall be done in collaboration with a larger stakeholder group that includes CHW organizations, state and local health departments, universities, CHW trainers and employers, insurers, public agencies, nonprofits, and other interested groups;
 - 2.4.4. Educating stakeholders at the state and local levels about the observational data from practice and the evidence-based interventions that have demonstrated the effectiveness of CHWs, the beneficial outcomes for the public's health of integrating CHWs into health care systems, and the necessary components of comprehensive policies that support such integration; and
 - 2.4.5. Identifying and promoting sustainable financing mechanisms to promote team-based care, inclusive of services provided by CHWs.
- 2.5. The Contractor shall work with the Statewide CHW Coalition to increase participation and engagement, provide training opportunities, and promote the Coalition, including, but not limited to:
- 2.5.1. Increasing participation in quarterly CHW Coalition meetings. This should include representation from across NH and a variety of organizations
 - 2.5.2. Improving communication between CHWs and stakeholders through information sharing, including newsletters and promotion of BaseCamp.
- 2.6. The Contractor shall provide support to the New Hampshire Team involved in the ASTHO Learning Community. This includes working with the New Hampshire Office of Health Equity to provide support as needed.
- 2.7. The Contractor shall begin evaluation planning within thirty (30) days of the Contract renewal effective date, in consultation with the Department, including, but not limited to:
- 2.7.1. Evaluating the success of capacity building activities as well as the value of the CHW model.
 - 2.7.2. Identifying appropriate evaluation and data collection methods to assess effectiveness of CHW role in chronic disease prevention and management by:
 - 2.7.3. Including the most appropriate approach to collecting information on implementation/process issues, and the value and impact of the Coalition when developing the evaluation plan;
 - 2.7.4. Selecting outcomes to be documented such as value added, cost savings to programs and effective use of services, and;
 - 2.7.5. Planning to disseminate results to support expansion of CHW interventions in New Hampshire.

nd

5/23/18



Exhibit A Amendment #1

3. Staffing Requirements

- 3.1. The Contractor shall provide staffing to fulfill the roles and responsibilities which support the activities of this project, including, but not limited to:
 - 3.1.1. Maintaining a level of staffing necessary to perform and carry out all functions, requirements, roles, and duties in a timely fashion;
 - 3.1.2. Ensuring staff has sufficient training, education, experience, and orientation necessary to fulfill the requirements of the positions they hold and shall verify and document this requirement has been met; and
 - 3.1.3. Keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications. All records shall be available to the Department upon request.
- 3.2. The Contractor shall develop a Staffing Contingency Plan which shall include, but not be limited to:
 - 3.2.1. The process for replacement of personnel in the event of loss of key personnel or other personnel;
 - 3.2.2. Allocation of additional resources to the Agreement in the event of inability to meet performance standards;
 - 3.2.3. Discussion of time frames necessary for obtaining replacements;
 - 3.2.4. Capabilities to provide, in a timely manner, replacement staff with comparable experience; and
 - 3.2.5. A method of bringing replacement staff up-to-date regarding the activities of this project.

4. Performance Measures

- 4.1. The Contractor shall submit quarterly reports on all activities on a template reporting form, provided by the Department, ensuring that the following minimum performance indicators are achieved annually and monitored quarterly to measure the effectiveness of the agreement:
 - 4.1.1. The number and types of organizations represented on the CHW Coalition;
 - 4.1.2. The number of CHW Coalition members broken down by CHW and Stakeholder;
 - 4.1.3. The percent of CHW Coalition members who report satisfaction with the leadership and structure of the Coalition;
 - 4.1.4. The percent of CHW Coalition members who report their participation in the coalition adds value to their current work, and;
 - 4.1.5. The number of health care staff, administrators and payers who participate in training on the roles and value of CHWs.



Exhibit A Amendment #1

5. Reporting Requirements/Deliverables

- 5.1. The Contractor shall meet with the Department to discuss activities, budget, and performance measures on a monthly basis.
- 5.2. The Contractor shall submit quarterly reports on all activities on a template reporting form, provided by the Department, as described in Section 4.
- 5.3. The contractor shall submit a final report to the Department that shall include, but is not limited to:
 - 5.3.1. A summary of the project outcome including barriers encountered in implementing the project;
 - 5.3.2. The number of healthcare care staff, administrators and payers who participate in training on the roles and value of CHWs;
 - 5.3.3. The percentage of training participants who report use of CHWs in chronic disease prevention and management 3-6 months after training;
 - 5.3.4. The percentage of participants trained as CHW that become employed in a CHW role after completing training;
 - 5.3.5. The number and types of organizations represented on the CHW Coalition;
 - 5.3.6. The percentage of CHW coalition members who report satisfaction with the leadership and structure of the coalition, and;
 - 5.3.7. The percentage of the CHW Coalition members who report their participation in the coalition adds value to their current work.
- 5.4. As part of its proposal, the Contractor submitted a Year 1 Draft Work Plan for each of the required activities. The Work Plan shall be effective upon the date of contract approval and shall include, but not be limited to,
 - 5.4.1. A description and list of activities, ,
 - 5.4.2. Names of responsible Contractor personnel, and
 - 5.4.3. A timeline.
- 5.5. The Contractor shall submit a finalized Work Plan within thirty (30) days of contract approval, with the assistance of the Department.
- 5.6. The Contractor, in collaboration with the Department, shall develop a Draft Year 3 Work Plan, which shall be submitted thirty (30) days prior to the end of Year 2.
- 5.7. The Contractor shall complete an assessment of the use of CHWs in chronic disease prevention and management in the North Country, as described in Section 2.1.
- 5.8. The Contractor shall submit a copy of the final CHW model for addressing chronic disease prevention and management needs of women in the North Country, as described in Section 2.7.
- 5.9. Within sixty (60) days of the contract effective date, the Contractor shall submit the following to the Department:
 - 5.9.1. A copy of the assessment plan, as described in Section 2.1.;

nd

5/23/18



Exhibit A Amendment #1

- 5.9.2. A copy of the dissemination plan, as described in Section 2.2.;
- 5.9.3. A copy of the training plan, as described in Section 2.3.;
- 5.9.4. Samples of the CHW training curricula; and
- 5.9.5. A copy of the staffing contingency plan, as described in Section 3.2.

na

5/23/18

**Exhibit B-1 Amendment #1
SFY 2019 Budget**

Building Community Health Worker Capacity to Improve Chronic Disease Prevention and Management

Agency Name: North Country Health Consortium Region: North Country

INTRODUCTION:

Please refer to the **Budget Form Instructions** for definitions of budget line items.

1-2. Salary/Benefits

Position Title	Salary	% FTE	Salary applied to CHW grant	Benefits (20% of salary)
Chief Executive Officer	\$115,000	2.00%	\$2,300	\$460
Community Health Workers	\$36,400	50.00%	\$18,200	\$3,640
Program Coordinator	\$64,272	5.0%	\$3,214	\$643
Chief Financial Officer	\$77,813	1.50%	\$1,167	\$233
TOTAL			\$24,881	\$4,976

5. Supplies

Item Requested	Number	Unit Cost	Amount
Office supplies (Organizational)	12 month supply	\$31.42 per month	\$377
Printing & Copying (Organizational)	12 month supply	\$22.08 per month	\$265
TOTAL			\$642

Justification: Grant staff salary / Total organization salary x monthly organizational supply expense = Grant share of Office Supply and Printing/Copying expense cost X 12 months = Annual Supplies expense for grant based on salary percentage charged to the grant.

6. Travel

Title of person	Location of Meeting	Times per Yr	Mileage Rate	Amount
Community Health Workers and Program Coordinator			4,587 miles at \$.545/mile	\$2,500
TOTAL				\$2,500

Justification: For Program Coordinator and Program Manager: Regional meetings and client visits.

8. Current Expenses

Item	Purpose	Amount
Telephone	Grant share of organizational expense	\$100
Postage	Grant share of organizational expense	\$75
Audit and Legal	Grant share IRS compliance	\$870
Liability Insurance	Grant share of insurance required for contract	\$110
TOTAL		\$1,155

Justification: Grant staff salary / Total organization salary x monthly organizational supply expense = Grant share of Telephone, Postage, Audit/Legal, and Liability Insurance expense cost X 12 months = Annual Current Expenses for grant based on salary percentage charged to the grant.

**Exhibit B-1 Amendment #1
SFY 2019 Budget**

10. Marketing/Communications

Item	Purpose	Amount
Communications (Internet Access)	Grant share of organizational expense	\$996
TOTAL		\$996

Justification: Grant specific expense for promotional and outreach materials. Grant staff salary / Total organization salary x monthly organizational Communications expense = Grant share of organization Communications expense X 12 months = Annual Communications Expenses for grant based on salary percentage charged to the grant.

11. Staff Education/Training

Item	Purpose	Amount
Staff Education/Training	Training opportunity for grant staff	\$500
TOTAL		\$500

Justification: Grant specific on-ground training opportunities and webinars.

Indirect

12.2% Federal approved agency indirect rate to include Rent and costs associated to Administrative Overhead \$4,350

Salary/Wages	\$24,881
Benefits (at 20%)	\$4,976
Office Supplies	\$642
Travel/training expenses	\$2,500
Current Expenses (Telephone, Postage, Audit & Legal, Insurance)	\$1,155
Marketing/Communications	\$996
Staff Education/Training	\$500
Agency Indirect	\$4,350
TOTAL	\$40,000

**Exhibit B-2 Amendment #1
SFY 2020 Budget**

Building Community Health Worker Capacity to Improve Chronic Disease Prevention and Management

Agency Name: North Country Health Consortium Region: North Country

INTRODUCTION:

Please refer to the **Budget Form Instructions** for definitions of budget line items.

1-2. Salary/Benefits

Position Title	Salary	% FTE	Salary applied to CHW grant	Benefits (20% of salary)
Chief Executive Officer	\$118,449	1.50%	\$1,777	\$355
Community Health Workers	\$37,492	50.00%	\$18,746	\$3,750
Program Coordinator	\$66,200	5.10%	\$3,376	\$675
Chief Financial Officer	\$80,147	1.25%	\$1,002	\$200
TOTAL			\$24,901	\$4,980

5. Supplies

Item Requested	Number	Unit Cost	Amount
Office supplies (Organizational)	12 month supply	\$33.83 per month	\$405
Printing & Copying (Organizational)	12 month supply	\$22.08 per month	\$265
TOTAL			\$670

Justification: Grant staff salary / Total organization salary x monthly organizational supply expense = Grant share of Office Supply and Printing/Copying expense cost X 12 months = Annual Supplies expense for grant based on salary percentage charged to the grant.

6. Travel

Title of person	Location of Meeting	Times per Yr	Mileage Rate	Amount
Community Health Workers and Program Coordinator			4,587 miles at \$.545/mile	\$2,500
TOTAL				\$2,500

Justification: For Program Coordinator and Program Manager: Regional meetings and client visits.

8. Current Expenses

Item	Purpose	Amount
Telephone	Grant share of organizational expense	\$100
Postage	Grant share of organizational expense	\$75
Audit and Legal	Grant share IRS compliance	\$814
Liability Insurance	Grant share of insurance required for contract	\$110
TOTAL		\$1,099

Justification: Grant staff salary / Total organization salary x monthly organizational supply expense = Grant share of Telephone, Postage, Audit/Legal, and Liability Insurance expense cost X 12 months = Annual Current Expenses for grant based on salary percentage charged to the grant.

10. Marketing/Communications

Item	Purpose	Amount
Communications (Internet Access)	Grant share of organizational expense	\$1,000
TOTAL		\$1,000

Exhibit B-2 Amendment #1

Justification: Grant specific expense for promotional and outreach materials. Grant staff salary / Total organization salary x monthly organizational Communications expense = Grant share of organization Communications expense X 12 months = Annual Communications Expenses for grant based on salary percentage charged to the grant.

11. Staff Education/Training

Item	Purpose	Amount
Staff Education/Training	Training opportunity for grant staff	\$500
TOTAL		\$500

Justification: Grant specific on-ground training opportunities and webinars.

Indirect

12.2% Federal approved agency indirect rate to include Rent and costs associated to Administrative Overhead \$4,350

Salary/Wages	\$24,901
Benefits (at 20%)	\$4,980
Office Supplies	\$670
Travel/training expenses	\$2,500
Current Expenses (Telephone, Postage, Audit & Legal, Insurance)	\$1,099
Marketing/Communications	\$1,000
Staff Education/Training	\$500
Agency Indirect	\$4,350
TOTAL	\$40,000



Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

77

5/23/18



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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

MA

5/23/10



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

MS



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

ND

5/23/18

DHHS Information Security Requirements



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



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

na
5/23/18

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

MA

5/23/18

State of New Hampshire

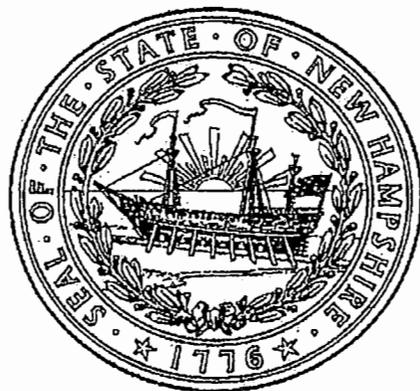
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 05, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 301456

Certificate Number : 0004083399



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Edward Shanshala, do hereby certify that:

1. I am a duly elected Officer of North Country Health Consortium.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 13, 2018.

RESOLVED: *Be it resolved that North Country Health Consortium enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services.*

RESOLVED: *Be it resolved that the Chief Executive Officer and/or Board President is hereby authorized on behalf of this corporation to enter into said contracts with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Nancy Frank is the Chief Executive Officer of the corporation.*

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23rd day of May, 2018.
4. Nancy Frank is the duly elected Chief Executive Officer of the Agency.

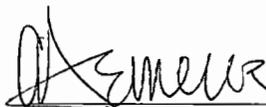
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the North Country Health Consortium this 23rd day of May, 2018.



Edward Shanshala, President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The forgoing instrument was acknowledged before me this 23rd day of May, 2018, by Edward Shanshala.



Notary Public/Justice of the Peace
My Commission Expires:

CAROL A. HEMENWAY, Notary Public
My Commission Expires October 21, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2018

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

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

PRODUCER Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584	CONTACT NAME: Patricia Emery	PHONE (A/C, No, Ext): (603) 788-2555		FAX (A/C, No): (603) 788-3901
	E-MAIL ADDRESS: pemery@gms-ins.com			
INSURED North Country Health Consortium Inc 262 Cottage Street, Suite 230 Littleton NH 03561	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Philadelphia Insurance Co			
	INSURER B: MMG Insurance			15997
	INSURER C: Eastern Alliance Insurance Company			
	INSURER D:			
	INSURER E:			
INSURER F:				

COVERAGES **CERTIFICATE NUMBER:** CL1811809248 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1755787	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KA12917940	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB612289	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	01-0000114697-00	01/01/2018	01/01/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Health Consortium
NH Workers Compensation--excluded officers include Russell Keene, Edward Shanshala II, Nancy Bishop

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



North Country Health Consortium Mission Statement:

“To lead innovative collaboration to improve the health status of the region.”

The North Country Health Consortium (NCHC) is a non-profit 501(c)3 rural health network, created in 1997, as a vehicle for addressing common issues through collaboration among health and human service providers serving Northern New Hampshire.

NCHC is engaged in activities for:

- Solving common problems and facilitating regional solutions
- Creating and facilitating services and programs to improve population health status
- Health professional training, continuing education and management services to encourage sustainability of the health care infrastructure
- Increasing capacity for local public health essential services
- Increasing access to health care for underserved and uninsured residents of Northern New Hampshire.

262 Cottage Street, Suite 230, Littleton, NH 03561

Phone: 603-259-3700; Fax: 603-444-0945

www.nchcnh.org • nchci@nchcnh.org



**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2017 AND 2016



CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	1 and 2
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities and Changes in Net Assets	4
Consolidated Statements of Functional Expenses	5 and 6
Consolidated Statements of Cash Flows	7
Notes to Consolidated Financial Statements	8 - 15
ADDITIONAL REQUIRED REPORTS	
Schedule of Expenditures of Federal Awards	16
Notes to Schedule of Expenditures of Federal Awards	17
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements in Accordance With <i>Government Auditing Standards</i>	18 and 19
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance	20 and 21
Schedule of Findings and Questioned Costs	22
Summary Schedule of Prior Audit Findings	23

A.M. PEISCH & COMPANY, LLP
SINCE 1920

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2017 and 2016, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

- 1 -

offices

401 Water Tower Circle
Suite 302
Colchester, VT 05446
(802) 654-7255

P.O. Box 326
Rutland, VT 05702
(802) 773-2721

30 Congress Street
Suite 201
St. Albans, VT 05478
(802) 527-0505

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road
Suite 402
West Lebanon, NH 03784
(603) 306-0100

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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2017 and 2016, 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.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 9, 2018 on our consideration of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and compliance.

St. Albans, Vermont
March 9, 2018
VT Reg. No. 92-0000102

A. M. Peioch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2017 AND 2016

ASSETS	2017	2016
Current Assets		
Cash and cash equivalents	\$ 1,075,410	\$ 985,845
Accounts receivable, net		
Grants and contracts	548,391	340,530
Dental services	864	9,284
Certificates of deposit	125,540	112,602
Prepaid expenses	9,960	35,326
Restricted cash - IDN	<u>1,021,388</u>	<u>813,235</u>
Total Current Assets	<u><u>2,781,553</u></u>	<u><u>2,296,822</u></u>
Property and Equipment:		
Computers and equipment	147,392	76,178
Dental equipment	32,808	71,332
Furnitures and fixtures	30,045	32,257
Vehicles	18,677	18,677
Accumulated depreciation	<u>(137,253)</u>	<u>(156,770)</u>
Property and Equipment, Net	<u><u>91,669</u></u>	<u><u>41,674</u></u>
Other Assets		
Restricted cash - IDN	1,200,000	1,600,000
Certificate of deposit	-	12,418
Total Other Assets	<u><u>1,200,000</u></u>	<u><u>1,612,418</u></u>
Total Assets	<u><u>\$ 4,073,222</u></u>	<u><u>\$ 3,950,914</u></u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 105,345	\$ 63,105
Accrued expenses	6,921	7,908
Accrued wages and related liabilities	154,454	97,381
Deferred revenue	<u>1,185,265</u>	<u>979,869</u>
Total Current Liabilities	<u><u>1,451,985</u></u>	<u><u>1,148,263</u></u>
Long-Term Liabilities		
Deferred revenue - Long term portion	<u>1,200,000</u>	<u>1,600,000</u>
Total Long-Term Liabilities	<u><u>1,200,000</u></u>	<u><u>1,600,000</u></u>
Total Liabilities	<u><u>2,651,985</u></u>	<u><u>2,748,263</u></u>
NET ASSETS		
Unrestricted	<u>1,421,237</u>	<u>1,202,651</u>
Total Net Assets	<u><u>1,421,237</u></u>	<u><u>1,202,651</u></u>
Total Liabilities and Net Assets	<u><u>\$ 4,073,222</u></u>	<u><u>\$ 3,950,914</u></u>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016**

	2017	2016
Support:		
Grant and contract revenue	<u>\$ 3,493,136</u>	<u>\$ 1,874,936</u>
Revenue:		
Dental patient revenue	121,784	165,687
Fees for programs and services	100,602	182,432
Interest income	5,554	1,528
Other income	2,594	3,056
Total Revenue	<u>230,534</u>	<u>352,703</u>
Total Support and Revenue	<u>3,723,670</u>	<u>2,227,639</u>
Program Expenses:		
Workforce	2,011,467	783,820
Public health	165,264	178,311
Molar	279,213	354,191
CSAP	772,056	452,829
North Country ACO	-	69,353
Total Program Expenses	<u>3,228,000</u>	<u>1,838,504</u>
Management and General	<u>275,938</u>	<u>170,747</u>
Total Expenses	<u>3,503,938</u>	<u>2,009,251</u>
Gain (loss) on sale of property and equipment	<u>(1,146)</u>	<u>-</u>
Change in Net Assets	218,586	218,388
NET ASSETS, Beginning of the Year	<u>1,202,651</u>	<u>984,263</u>
NET ASSETS, End of the Year	<u>\$ 1,421,237</u>	<u>\$ 1,202,651</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Workforce</u>	<u>Public Health</u>	<u>Molar</u>	<u>CSAP</u>	<u>Total Program</u>	<u>Management & General</u>	<u>Total</u>
Personnel:							
Salaries	\$ 902,285	\$ 72,003	\$ 141,659	\$ 271,561	\$ 1,387,508	\$ 131,822	\$ 1,519,330
Payroll taxes and employee benefits	158,395	12,821	26,335	46,652	244,203	19,635	263,838
Subtotal	<u>1,060,680</u>	<u>84,824</u>	<u>167,994</u>	<u>318,213</u>	<u>1,631,711</u>	<u>151,457</u>	<u>1,783,168</u>
Site Expenses:							
Computer supplies	17,098	1,570	5,135	4,920	28,723	1,698	30,421
Medical and pharmacy supplies	673,678	61,473	70,399	354,919	1,160,469	2,212	1,162,681
Office supplies	17,744	2,588	1,407	9,570	31,309	15,415	46,724
Subtotal	<u>708,520</u>	<u>65,631</u>	<u>76,941</u>	<u>369,409</u>	<u>1,220,501</u>	<u>19,325</u>	<u>1,239,826</u>
General:							
Depreciation	-	-	7,095	-	7,095	23,114	30,209
Dues and memberships	5,185	35	9	9,871	15,100	8,547	23,647
Education and training	4,635	150	1,514	1,730	8,029	8,558	16,587
Equipment and maintenance	270	-	468	-	738	1,727	2,465
Rent and occupancy	39,647	3,279	6,881	11,180	60,987	4,709	65,696
Insurance	5,716	940	1,601	1,609	9,866	582	10,448
Miscellaneous	-	-	-	-	-	5,817	5,817
Payroll processing fees	-	-	-	592	592	5,717	6,309
Postage	2,007	146	348	722	3,223	606	3,829
Printing	3,805	671	1,506	5,276	11,258	426	11,684
Professional fees	27,639	1,601	4,872	11,890	46,002	28,039	74,041
Training fees and supplies	94,846	3,062	407	11,024	109,339	7,712	117,051
Travel	48,119	3,885	3,585	27,635	83,224	8,979	92,203
Telephone	10,398	1,040	975	2,105	14,518	623	15,141
Vehicle expense	-	-	5,017	800	5,817	-	5,817
Subtotal	<u>242,267</u>	<u>14,809</u>	<u>34,278</u>	<u>84,434</u>	<u>375,788</u>	<u>105,156</u>	<u>480,944</u>
Total Expenses	<u>\$ 2,011,467</u>	<u>\$ 165,264</u>	<u>\$ 279,213</u>	<u>\$ 772,056</u>	<u>\$ 3,228,000</u>	<u>\$ 275,938</u>	<u>\$ 3,503,938</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2016

	<u>Workforce</u>	<u>Public Health</u>	<u>Molar</u>	<u>CSAP</u>	<u>North Country ACO</u>	<u>Total Program</u>	<u>Management & General</u>	<u>Total</u>
Personnel:								
Salaries	\$ 388,374	\$ 83,406	\$ 183,302	\$ 197,310	\$ 29,937	\$ 882,329	\$ 70,141	\$ 952,470
Payroll taxes and employee benefits	60,863	14,848	31,030	32,395	4,700	143,836	9,350	153,186
Subtotal	<u>449,237</u>	<u>98,254</u>	<u>214,332</u>	<u>229,705</u>	<u>34,637</u>	<u>1,026,165</u>	<u>79,491</u>	<u>1,105,656</u>
Site Expenses:								
Computer supplies	10,515	2,723	7,751	6,122	579	27,690	2,547	30,237
Medical and pharmacy supplies	169,370	52,704	90,443	134,053	-	446,570	2,088	448,658
Office supplies	15,395	1,427	2,279	7,585	203	26,889	14,124	41,013
Subtotal	<u>195,280</u>	<u>56,854</u>	<u>100,473</u>	<u>147,760</u>	<u>782</u>	<u>501,149</u>	<u>18,759</u>	<u>519,908</u>
General:								
Bad debt	-	-	(976)	-	-	(976)	-	(976)
Depreciation	-	-	6,616	-	-	6,616	9,105	15,721
Dues and memberships	4,598	40	20	25	-	4,683	10,157	14,840
Education and training	4,636	1,370	1,192	370	-	7,568	5,332	12,900
Equipment and maintenance	11,410	-	150	-	-	11,560	2,208	13,768
Rent and occupancy	23,937	6,347	12,765	12,936	1,850	57,835	3,699	61,534
Insurance	2,870	1,305	2,622	1,827	131	8,755	473	9,228
Miscellaneous	25	-	-	-	-	25	7,569	7,594
Data collection contract	-	-	-	-	25,667	25,667	-	25,667
Payroll processing fees	-	-	-	-	-	-	4,570	4,570
Postage	923	256	590	498	79	2,346	437	2,783
Printing	2,795	1,593	1,799	1,375	239	7,801	1,703	9,504
Professional fees	8,460	4,281	6,808	4,930	5,528	30,007	8,187	38,194
Training fees and supplies	60,878	1,751	527	40,228	-	103,384	12,786	116,170
Travel	16,133	5,144	1,886	11,166	378	34,707	5,594	40,301
Telephone	2,638	1,116	1,568	2,009	62	7,393	677	8,070
Vehicle expense	-	-	3,819	-	-	3,819	-	3,819
Subtotal	<u>139,303</u>	<u>23,203</u>	<u>39,386</u>	<u>75,364</u>	<u>33,934</u>	<u>311,190</u>	<u>72,497</u>	<u>383,687</u>
Total Expenses	<u>\$ 783,820</u>	<u>\$ 178,311</u>	<u>\$ 354,191</u>	<u>\$ 452,829</u>	<u>\$ 69,353</u>	<u>\$ 1,838,504</u>	<u>\$ 170,747</u>	<u>\$ 2,009,251</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 218,586	\$ 218,388
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	30,209	15,721
Bad debt expense (recovery)	-	(976)
(Gain)/loss on sale of property and equipment	1,146	-
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	(207,861)	(152,273)
Accounts receivable - Dental services	8,420	(4,292)
Prepaid expenses	25,366	(13,650)
Restricted cash - ACO	-	76,701
Restricted cash - IDN	191,847	(2,413,235)
Increase (decrease) in operating liabilities:		
Accounts payable	42,240	37,459
Accrued expenses	(987)	(3,735)
Accrued wages and related liabilities	57,073	25,401
Deferred revenue	(194,604)	2,292,697
Net cash provided by operating activities	<u>171,435</u>	<u>78,206</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Reinvestment of certificates of deposit interest	(520)	(511)
Purchases of property and equipment	(81,350)	(4,120)
Net cash used by investing activities	<u>(81,870)</u>	<u>(4,631)</u>
Net increase in cash and cash equivalents	89,565	73,575
Beginning cash and cash equivalents	<u>985,845</u>	<u>912,270</u>
Ending cash and cash equivalents	<u>\$ 1,075,410</u>	<u>\$ 985,845</u>

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Activities and Summary of Significant Accounting Policies

Nature of activities

North Country Health Consortium, Inc. and Subsidiary (NCHC) (the Organization) is a not-for-profit health center chartered under the laws of the State of New Hampshire. The Organization's mission is to lead innovative collaboration to improve the health status of the region. NCHC is engaged in promoting and facilitating access to services and programs that improve the health status of the area population, provide health training and educational opportunities for healthcare purposes, and provide region-wide dental services for an underserved and uninsured residents.

The Organization's wholly owned subsidiary, North Country ACO (the ACO), is a non-profit 501(c)(3) charitable corporation formed in December 2011. This entity was formed as an accountable care organization (ACO) with its purpose to support the programs and activities of the ACO participants to improve the overall health of their respective populations and communities. North Country ACO members participate in the Medicare Shared Savings Program to pay for services to Medicare beneficiaries. North Country ACO performs administration and manages the distribution of funds to participants using a patient based model.

Medicare payments to North Country ACO have ceased. The Organization did not submit an application to reapply to the Medicare Shared Savings Program. As a result, North Country ACO was issued a status of non-renewal, and its participation agreement with the Shared Savings Program has been terminated. Substantially all funds have been distributed to participants. A nominal cash balance remained to fund closing activities and completion of the required notifications to participants. After these activities have been completed, it is the intent of the Organization to dissolve North Country ACO.

The Organization's primary programs are as follows:

Network and Workforce Activities – To provide workforce education programs and promote oral health initiatives for the Organization's dental services.

Public Health and CSAP – To conduct community substance abuse prevention activities, coordination of public health networks, and promote community emergency response plan.

Dental Services and Molar – To sustain a program offering oral health services for children and low income adults in northern New Hampshire.

Following is a summary of the significant accounting policies used in the preparation of these consolidated financial statements.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of North Country Health Consortium, Inc. and its wholly owned subsidiary, North Country ACO. All significant inter-company transactions and balances have been eliminated in consolidation.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Use of estimates

In preparing the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of risk

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with private and federal and state agencies. As a result, the Organization may be vulnerable to the consequences of change in the availability of funding sources and economic policies at the agency level. The Organization generally does not require collateral to secure its receivables.

Revenue recognition

Below are the revenue recognition policies of the Organization:

Dental Patient Revenue

Dental services are recorded as revenue within the fiscal year related to the service period.

Grant and Contract Revenue

Grants and contracts are recorded as revenue in the period they are earned by satisfaction of grant or contract requirements.

Fees for Programs and Services

Fees for programs and services are recorded as revenue in the period the related services were performed.

Cash and cash equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Restricted cash - IDN

Restricted cash – IDN consists of advanced funding received from The State of New Hampshire Department of Health and Human Services for the Integrated Delivery Network program (IDN). The original advance of funds of \$2,000,000 is to be used to fund the Organization's cost of administering the IDN over a period of five years, beginning in fiscal year 2017. The remaining balance is to be distributed to participants.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

For the years ending September 30, 2017 and 2016, these amounts were restricted as follows:

	2017	2016
Administration fee to the Organization	\$ 1,600,000	\$ 2,000,000
Distributions to participants	<u>621,388</u>	<u>413,235</u>
	<u>\$ 2,221,388</u>	<u>\$ 2,413,235</u>

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstances when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for estimated contractual adjustments for dental service of \$7,776 as of September 30, 2017 and 2016, and an allowance for doubtful accounts for grants and contracts of \$0 as of September 30, 2017 and 2016. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Certificates of deposit

The Organization has three certificates of deposit with one financial institution. These certificates carry original terms of 12 months to 24 months, have interest rates ranging from .40% to .55%, and mature at various dates through September 2018.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation. The Organization generally capitalizes property and equipment with an estimated useful life in excess of one year and installed costs over \$2,500. Lesser amounts are generally expensed. Purchased property and equipment is capitalized at cost.

Property and equipment are depreciated using the straight-line method using the following ranges of estimated useful lives:

Computers and equipment	3-7 years
Dental equipment	5-7 years
Furniture and fixtures	5-7 years
Vehicles	5 years

Depreciation expense totaled \$30,209 and \$15,721 for the years ended September 30, 2017 and 2016, respectively.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Deferred revenue

Deferred revenue is related to advance payments on grants or advance billings relative to anticipated expenses or events in future periods. The revenue is realized when the expenses are incurred or as services are provided in the period earned.

Net assets

The Organization is required to report information regarding its financial position and activity according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Temporarily restricted net assets – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no temporarily restricted net assets at September 30, 2017 and 2016.

Permanently restricted net assets – result from contributions from donors who place restrictions on the use of donated funds mandating that the original principal remain invested in perpetuity. The Organization had no permanently restricted net assets at September 30, 2017 and 2016.

Income taxes

The Organization and the ACO are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The Organization is not aware of any such uncertain tax positions. The tax years ending September 30, 2014 through 2017 are still open to audit.

Functional expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Activities. Expenses are charged to programs based on direct expenses incurred and certain costs, including salaries and fringe benefits, are allocated to the programs and supporting services based upon related utilization and benefit.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Implementation of new accounting pronouncements

Management is reviewing the following Accounting Standards Updates (ASU) issued by the Financial Accounting Standards Board, which are effective for future years, for possible implementation and to determine their effect on the Organization's financial reporting.

ASU No. 2014-09, *Revenue from Contracts with Customers*. This ASU includes new revenue measurement and recognition guidance, as well as required additional disclosures. The ASU is effective for annual reporting beginning after December 15, 2017, including interim reporting periods within that reporting period. The effect of this ASU has not been quantified

ASU No. 2016-02, *Leases (Topic 842)*. This ASU requires lessees to recognize the following for all leases (with the exception of short-term leases) at the commencement date; (1) a lease liability, which is the lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (2) a right-of-use asset which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. For short-term leases (term of twelve months or less), a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes the election, it should recognize lease expense for such leases generally on a straight-line basis over the lease term. The ASU is effective for annual periods, and interim reporting periods within those annual periods, beginning after December 15, 2019. The effect of this ASU has not been quantified.

ASU No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities*. The ASU was issued to improve reporting by not-for-profit entities in the areas of net asset classifications and information provided about liquidity. This ASU is effective for fiscal years beginning after December 31, 2017, and interim periods within fiscal years beginning after December 31, 2018. This ASU will increase disclosures in the Organization's financial statements.

ASU No. 2016-18, *Statement of Cash Flows: Restricted Cash*. This ASU clarifies how to report restricted cash in the statement of cash flows. This ASU is effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 31, 2019. This ASU will have minimal effect on the Organization's financial statements.

Reclassification

Certain amounts in the 2016 financial statements have been reclassified to conform to the current year presentation.

Note 2. Cash Concentrations

The Organization maintains cash balances at two financial institutions. Their bank accounts at the institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per financial institution. The Organization's cash balances exceeded federally insured limits by \$103,495 at September 30, 2017. The Organization has not experienced any losses with these accounts. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2017.

Note 2. Cash Concentrations (Continued)

The Organization attempts to manage credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances ranged from .10% to .15% as of September 30, 2017.

Note 3. Operating Leases

The Organization leases office space in Littleton, NH under a three year operating lease that expires in October 2020. The Organization has the option to renew the lease for two additional years.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,	
2018	\$ 97,636
2019	103,797
2020	106,911
2021	8,931
Thereafter	-
	<u>\$ 317,275</u>

Lease expense for the aforementioned leases was \$62,100 and \$59,105 for the years ended September 30, 2017 and 2016, respectively.

Note 4. Deferred Revenue

The summary of the components of deferred revenue as of September 30, are as follows:

	2017	2016
Deferred Revenue- IDN	\$ 2,215,782	\$ 2,392,816
Deferred Revenue- Other	<u>169,483</u>	<u>187,053</u>
Total	<u>\$ 2,385,265</u>	<u>\$ 2,579,869</u>

Deferred revenue - IDN

Under the terms of an agreement between the Centers for Medicare and Medicaid Services (CMS) and the State of New Hampshire Department of Health and Human Services, various Integrated Delivery Networks (IDN) are to be established within geographic regions across the state to develop programs to transform New Hampshire's behavioral health delivery system by strengthening community-based mental health and substance use disorder services and programs to combat the opioid crisis. The Organization has been designated to be the administrative lead of one of these IDNs.

Note 4. Deferred Revenue (Continued)

In September 2016, the Organization was awarded a five-year grant from the CMS, passed through the State of New Hampshire Department of Health and Human Services. At that date, the Organization was advanced \$2,413,256 upon fulfillment of the condition of successful submission and state approval of an IDN Project Plan. Of that amount, \$2,000,000 will be retained by the Organization as administrative fees for five years and the remaining funds will be disbursed to participants. For years two through five, the IDNs will continue to earn performance-based incentive funding by achieving defined targets and any funds received will be passed through to the participants.

Note 5. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2017 and 2016.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be board members of North Country Health Consortium, Inc. and Subsidiary. Amounts paid to these organizations were \$348,668 and \$121,264 for the years ended September 30, 2017 and 2016, respectively. Outstanding amounts due to these organizations as of September 30, 2017 and 2016 amounted to \$37,950 and \$0, respectively. Outstanding amounts due from these organizations as of September 30, 2017 and 2016 amounted to \$0 and \$1,380, respectively.

Note 6. Retirement Plan

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are \$50 for each part-time employee and \$100 for each full-time employee. Employer contributions for the years ended September 30, 2017 and 2016 were \$26,291 and \$16,725, respectively.

Note 7. Commitment and Contingencies

The Organization receives a significant portion of its support from various funding sources. Expenditure of these funds requires compliance with terms and conditions specified in the related contracts and agreements. These expenditures are subject to audit by the contracting agencies. Any disallowed expenditures would become a liability of the Organization requiring repayment to the funding sources. Liabilities resulting from these audits, if any, will be recorded in the period in which the liability is ascertained. Management estimates that any potential liability related to such audits will be immaterial.

Note 8. Federal Reports

Additional reports, required by *Government Auditing Standards* and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, including the Schedule of Expenditures of Federal Awards, are included in the supplements to this report.

Note 9. Subsequent Events

Subsequent to year end, the Organization received \$1,388,399 from the State of New Hampshire in funding for the IDN grant based on the successful submission and completion of the year 2 plan. The funds will be used for future expenses related to the programs of the grant.

Friendship House

Effective October 1, 2017, the Organization agreed to assume the operations of Friendship House, an outpatient drug and alcohol treatment facility and program from Tri County Community Action Program (TCCAP). The existing facility did not meet various safety codes. The property was sold to Affordable Housing, Education, and Development (AHEAD). AHEAD is constructing a new facility. The facility is to be leased to the Organization for the purpose of continuing the operations of Friendship House. The old building will be demolished after the new building is completed and vacated.

On October 1, 2017, the Organization entered into a lease agreement with AHEAD to lease the premises for \$1 per year until a certificate of occupancy is issued for the new building. Once the certificate of occupancy has been issued, a new five-year lease becomes effective through March 2023, with monthly rent and CAM fee payments of \$19,582. The payment may be adjusted annually each year. The Organization has the option to renew this lease for five additional five year terms.

Under the terms of the program transition agreement, the Organization, at its discretion, offered employment to most of the employees of Friendship House. No liabilities or assets were assumed by the Organization.

In August 2017, the Organization was awarded funding of \$250,000 from the State of New Hampshire Department of Health and Human Services to provide services to bridge the transition of services from TCCAP to the Organization. The funds were received in October 2017.

The Organization has evaluated subsequent events through March 9, 2018, the date the financial statements were available to be issued.



**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

ADDITIONAL REQUIRED REPORTS

SEPTEMBER 30, 2017



NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2017

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Pass-through Grantor's Subgrant No.	Federal Expenditures
U.S Department of Health and Human Services			
<i>Direct Programs:</i>			
Rural Health Care Services Outreach Program	93.912	D04RH28387	\$ 187,772
Network Development- (9/1/2014-8/31/2017)	93.912	D06RH28031	475,317
Network Development- (7/1/2017-6/30/2020)	93.912	D06RH28031	<u>10,808</u>
			673,897
Health Careers Opportunity	93.329	G06HP27887	<u>131,129</u>
Drug-Free Communities (SAMHSA)- (9/30/2016-9/29/2021)	93.276	1H79SP021539-01	<u>85,013</u>
<i>Total direct programs:</i>			<u>890,039</u>
<i>Passed through the State of New Hampshire:</i>			
Public Health Emergency Preparedness	93.074	U90TP000535	82,286
Public Health Emergency Preparedness	93.074	U90TP000535	<u>7,377</u>
			89,663
Disaster Behavioral Health Response Teams	93.889	U90TP000535	<u>21,250</u>
SAP - 2 Schools	93.243	SPO20796	122,658
SAP - WMCC	93.243	SPO20796	80,272
Young Adult Strategies	93.243	SPO20796	12,654
Young Adult Leadership	93.243	SPO20796	<u>2,050</u>
			217,634
SAP - 5 Schools	93.959	TI010035-16	<u>106,930</u>
School-Based Immunization	93.268	H23IP0007757	<u>10,231</u>
Continuum of Care	93.959	TI010035-14	84,899
Continuum of Care	93.959	TI010035-14	20,081
Substance Misuse Prevention	93.959	TI010035-14	<u>79,641</u>
			184,621
Community Health Workers (Cancer)	93.752	58DP003930	<u>124,307</u>
Community Health Workers (Chronic Disease)	93.945	58DP004821	<u>50,773</u>
Public Health Advisory Council	93.758	B010T00937	<u>26,841</u>
<i>Total pass through State of New Hampshire:</i>			<u>832,250</u>
<i>Passed through the University of Dartmouth Area Health Education Center:</i>			
Area Health Education Centers	93.107	U77HP03627-09-01	<u>103,091</u>
<i>Passed through the University of New Hampshire:</i>			
Practice Transformation Network	93.638	Agreement #16-039	<u>543,964</u>
Total Expenditures of Federal Awards			\$ <u>2,369,344</u>

See accompanying notes to schedule of expenditures of federal awards.

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY**

**Notes to Schedule of Expenditures of Federal Awards
for the Year Ended September 30, 2017**

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Note 2. Summary of Significant Accounting Policies

- (1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- (2) Pass-through entity identifying numbers are presented where available.
- (3) The Organization did not elect to use the 10% de minimus indirect cost rate.

A.M. PEISCH & COMPANY, LLP
SINCE 1920

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS.

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

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of September 30, 2017, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated March 9, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

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

- 18 -

offices

401 Water Tower Circle
Suite 302
Colchester, VT 05446
(802) 654-7255

P.O. Box 326
Rutland, VT 05702
(802) 773-2721

30 Congress Street
Suite 201
St. Albans, VT 05478
(802) 527-0505

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road
Suite 402
West Lebanon, NH 03784
(603) 306-0100

Compliance and Other Matters

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

Purpose of this Report

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

St. Albans, Vermont
March 9, 2018
VT Reg. No. 92-0000102

A. M. Peioch & Company, LLP

A.M. PEISCH & COMPANY, LLP
SINCE 1920

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of North Country Health Consortium, Inc. and Subsidiary's major federal programs for the year ended September 30, 2017. North Country Health Consortium, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of North Country Health Consortium, Inc. and Subsidiary's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about North Country Health Consortium, Inc. and Subsidiary's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of North Country Health Consortium, Inc. and Subsidiary's compliance.

- 20 -

offices

401 Water Tower Circle
Suite 302
Colchester, VT 05446
(802) 654-7255

P.O. Box 326
Rutland, VT 05702
(802) 773-2721

30 Congress Street
Suite 201
St. Albans, VT 05478
(802) 527-0505

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road
Suite 402
West Lebanon, NH 03784
(603) 306-0100

Opinion on Each Major Federal Program

In our opinion, North Country Health Consortium, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2017.

Report on Internal Control Over Compliance

Management of North Country Health Consortium, Inc. and Subsidiary is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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

St. Albans, Vermont
March 9, 2018
VT Reg. No. 92-0000102

A. M. Peitch & Company, LLP

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY**

**Schedule of Findings and Questioned Costs
Year Ended September 30, 2017**

A. SUMMARY OF AUDITOR'S RESULTS

1. The independent auditor's report expresses an unmodified opinion on whether the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary were prepared in accordance with GAAP.
2. No material weakness or significant deficiencies relating to the audit of the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Governmental Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No material weakness or significant deficiencies relating to internal control over compliance for major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.
5. The auditor's report on compliance for the major federal award programs for North Country Health Consortium, Inc. and Subsidiary expresses an unmodified opinion on the major federal program.
6. There were no audit findings that are required to be reported in this schedule in accordance with 2 CFR Section 200.516(a).
7. The program tested as a major program was U.S. Department of Health and Human Services – ACA- Transforming Clinical Practice Initiative: Practice Transformation Networks (CFDA Number 93.638).
8. The threshold for distinguishing Types A and B programs was \$750,000.
9. North Country Health Consortium, Inc. and Subsidiary was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

There were no reported findings related to the audit of the financial statements for the year ended September 30, 2017.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

There were no reported findings related to the audit of the federal program for the year ended September 30, 2017.

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY**

**Summary Schedule of Prior Audit Findings
Year Ended September 30, 2017**

**2016 and 2015 FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL
AWARD PROGRAMS**

2016 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2016.

2015 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2015.

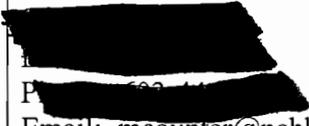


2017 - 2018 Board of Directors

OFFICERS

<p><i>Ed Shanshala, President (0) (2018)</i> Ammonoosuc Community Health Services Chief Executive Officer 25 Mount Eustis Road Littleton, NH 03561 Phone: 603-444-2464 x 128 Email: ed.shanshala@achs-inc.org</p>	<p><i>Scott Colby, Treasurer (0) (2020)</i> Upper Connecticut Valley Hospital President 181 Corliss Road Colebrook, NH 03576 Phone: 603-388-4299 Email: scolby@ucvh.org</p>
<p><i>Vice President (0) (2018)</i> Current vacancy</p>	<p><i>Nancy Bishop, Secretary (0) (2019)</i> Grafton County Human Services Human Services Administrator 3855 Dartmouth College Highway, Box 2 North Haverhill, NH 03774 Phone: 603-787-2033 Email: nbishop@co.grafton.nh.us</p>

DIRECTORS

<p><i>Sharon Beaty, Director (2018)</i> Mid-State Health Center Chief Executive Officer 101 Boulder Point Drive, Suite 1 Plymouth, NH 03264 Phone: 603-536-4000 Email: sbeaty@midstatehealth.org</p>	<p><i>Rev. Curtis Metzger (2019)</i> All Saints' Episcopal Church </p>
<p><i>Mike Counter, Director (2018)</i> North Country Home Health & Hospice Agency Executive Director  Email: mcounter@nchhha.org</p>	<p><i>Robert Nutter, Director (2018)</i> Littleton Regional Healthcare President 600 St. Johnsbury Road Littleton, NH 03561 Phone: 603-444-9501 x.9501 Email: rnutter@lrhcares.org</p>
<p><i>Kristina Fjeld-Sparks, Secretary (0) (2020)</i> NH AHEC/Geisel School of Medicine NH AHEC Director 37 Dewey Field Road Hanover, NH 03755 Phone: 603-653-3207 Email: kristina.e.fjeld-sparks@dartmouth.edu</p>	<p><i>Michael Peterson, Director (2018)</i> Androscoggin Valley Hospital President  Email: michael.peterson@avhnh.org</p>



**North Country
HEALTH CONSORTIUM**

2017 - 2018 Board of Directors

<p><i>Suzanne Gaetjens-Oleson, Director (2018)</i> Northern Human Services Regional Mental Health Administrator Administrative Offices [Redacted] [Redacted] Phone: [Redacted] Email: sgaetjens@northernhs.org</p>	<p><i>Jeanne Robillard, COO (2019)</i> Tri-County Community Action Program Chief Operating Officer [Redacted] [Redacted] Email: jrobillard@tccap.org</p>
<p><i>Ken Gordon, Director (2018)</i> Coos County Family Health Services Chief Executive Officer [Redacted] Phone: 603-752-3669 x 4018 Email: kgordon@ccfhs.org</p>	<p><i>Fran Cusson, Intrim Director (2018)</i> Androscoggin Valley Home Care Interim Executive Director [Redacted] Phone: 603-752-7505 x 817 Email: fcusson@avhomecare.org</p>
<p><i>Michael Lee, Director (2018)</i> Weeks Medical Center President [Redacted] [Redacted] Email: michael.lee@weeksmedical.org</p>	<p><i>Karen Woods, Director (2018)</i> Cottage Hospital Administrative Director [Redacted] [Redacted] [Redacted] [Redacted] Email: kwoods@cottagehospital.org</p>
	<p><i>Indian Stream Health Center - Vacant</i></p>

Colleen Gingue

Self-Starter

Team Player

Task Oriented

Cheerful

Highlights of Qualifications

- Proficient in Microsoft Suite (Access, Excel, Power Point, Word) and Microsoft Outlook (Email, Calendar, Reminder, Notes), QuickBooks Pro, Customer Relationship Management (CRM), SharePoint, ADP, ReportSmith, Red Beam

Experience

Finance Director *North Country Health Consortium* *2012-Present*

- Prepare monthly financial management reporting packages and analyses
 - Present financial statements to Finance Committee and Board
- Direct preparation of monthly, quarterly, and annual budget reports with recommendations for areas of improvements
- Direct administration of financial management systems, strategies, fiscal policy and procedures
- Oversee and participate in annual external audit
 - Review auditor reports and financial statements, and provide recommendation as needed
- Supervise annual insurance renewals and review coverage requirements
- Supervise Administrative Assistant

Multi-Client Bookkeeper Service *Abacus Bookkeeping* *2012*

- Assist Montpelier tax preparer and bookkeeper service with QuickBooks and Intuit ProSeries tax preparation software
 - Concentration in reconciliations, Excel spreadsheets, and analysis

Accounting Manager *microDATA 911, Inc.* *2002-2011*

- Supervise and Participate in Management of Accounting Department
 - Reconcile A/R, A/P, Payroll, Accrual and Prepaid Accounts, Fixed Assets
- Perform Daily Cash Management and Monthly/Annual Projections
- Prepare Financial Reports for Internal and External Distribution
- Team with external CPA for Annual Review and Tax Return Preparation
- Supervise and Participate in Year-End Closing Duties
 - Payroll Multi-State Reporting Requirements
 - Closing Journal Entries and Financial Statement Preparation
 - New year Prepaid, Accrual and Depreciation Journal Entries
 - Interview, Manage Benefits, Provide Employee Reviews & Coaching

Office Manager/Accountant *Gingue Electric Corporation* *1989-2007 (closed)*

- Orchestrate Multitude of Tasks for Successful Business Operation
 - Manage Payroll and Employee Benefit Duties
 - Track Apprenticeship Program Requirements
 - Manage Full-Charge Bookkeeper Duties: A/P, A/R, Financial Reporting
 - Create and Maintain Inventory and Billing Database

Experience (continued)

Accountant *Deerfield Village Furniture* *1999-2002(office closed)*

- Perform A/R, A/P, Payroll, General Ledger, and Financial Reporting Duties

Various Positions with Northern Community Management Corporation *1993-1998*
Property Manager - Administrative Manager - Accounting Manager

Education

- Summa Cum Laude Graduate with Bachelor of Arts Degree in Business Management, Johnson State College
- Cum Laude Graduate with Associate in Science Degree in Accounting, Champlain College

NANCY FRANK, MPH

603-259-3700 (w)

nfrank@nchcnh.org (w)

PROFESSIONAL EXPERIENCE

North Country Health Consortium

Littleton, New Hampshire

January 2017 – present

Chief Executive Officer

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

August 2011 – January 2017

Executive Director

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

December 2009- July 2011

Development Director/Workforce Development

- Responsible for researching and writing grant applications, developing work plans, identifying funding opportunities
- Serves as North Country Health Consortium Evaluator
- Provides consultation to member organizations and assists in community needs assessment, evaluation, and resource development
- Serves as project director on workforce development initiatives
- Provides supervision to the Workforce Development Program
- Member of NCHC Management Team

Vermont Department of Health

St. Johnsbury, Vermont

November 2006-June 2008

Public Health Supervisor

- Responsible for administration of local public health programs, including school health, immunizations, healthy babies, ladies first (breast and cervical cancer screening), and environmental health
- Participated in local emergency preparedness planning
- Collaborated with community partners to develop community health education prevention programs
- Participated in local community health assessment and identification of public health priorities
- Facilitated local Maternal/Child Health coalition
- Supervision of professional/para-professional staff

Northeastern Vermont Area Health Education Center

St. Johnsbury, Vermont
December 1999-October 2006

Community Resource Coordinator

Program Coordinator, National Community Center of Excellence in Women's Health

- Responsible for coordination of community health education programs in a six county region in Northeastern Vermont
- Collaborated with five regional hospitals to increase access to health information and education programs
- Worked with community partners to plan and implement community health and wellness programs
- Developed community health status reports
- Responsible for grant writing, including successful award for five year federal grant to establish National Community Center of Excellence in Women's Health (CCOE) in Vermont's Northeast Kingdom
- Responsible for all aspects of development, implementation, management, and evaluation of a rural CCOE model
- Responsible for submission of all federal reports and documentation of CCOE program highlights
- Attended and presented at national meetings

Northeastern Vermont Area Health Education Center

St Johnsbury, Vermont
July 1999 – October 1999

Consultant, Community Diabetes Project

- Established partnerships with primary care provider practices to plan and implement diabetes education program
- Developed educational packets for providers and patients with an emphasis on chronic disease management

Vermont Department of Health

Burlington, Vermont
June 1992 – December 1998

Public Health Specialist (February 1998 - December 1998)

Primary Care Coordinator

- Wrote, managed, and administered Federal Grant establishing Vermont's Primary Care Cooperative Agreement
- Assessed access to primary care services for all Vermonters, particularly underserved populations
- Assisted communities, providers, and special populations in development of strategies to increase access to care
- Participated in policy development related to primary care delivery systems
- Responsible for Vermont's applications for Federal Health Professional Shortage Area designations
- Facilitated and coordinated meetings of Primary Care Cooperative Agreement Steering Committee

Maternal and Child Health Planning Specialist (October 1993 - February 1998)

Project Coordinator, State Systems Development Initiative

- Facilitated community health needs assessment process in various communities throughout the state by providing technical assistance for development and data analysis
- Managed community grants focused on integrated health care systems development for

children and families.

- Responsible for development of community assessment and evaluation tools.
- Responsible for federal grant and report writing
- Member of statewide advisory boards, including the Primary Care Cooperative Agreement, the Robert Wood Johnson Making the Grade Project, and the Indicator and Outcomes Committee of the State Team for Children and Families

Maternal and Child Health Planning Specialist (June 1992 - September 1993)

- Responsible for statewide planning for maternal and child health programs and policies.
- Evaluated Department of Health programs and make recommendations for programmatic changes
- Responsible for coordinating Vermont's Maternal and Child Health Title V grant proposal and annual report
- Coordinator for statewide systems development project focused on the primary health care needs of children and adolescents in Vermont.
- Vermont Genetics Coordinator - manage contracts and grants with the Vermont Regional Genetics Center
- Responsible for grant and report writing
- Member of Vermont's Child Fatality Review Committee

University of Illinois at Chicago, School of Public Health

Prevention Research Center, Chicago, IL

January 1990 – May 1991

Project Director, Youth AIDS Prevention Project

- Responsible for directing all aspects of a multiple risk reduction HIV prevention education/research project
- Developed comprehensive risk reduction curriculum for 7th and 8th grade students
- Developed research questionnaires for students, parents, and school administrators
- Responsible for writing annual National Institutes of Mental Health progress and evaluation reports
- Participated in budget management of project
- Supervised staff of three health educators and two research assistants

Cook County Department of Public Health

Maywood, Illinois

September 1987 – January 1990

AIDS Education Coordinator (July 1988 - January 1990)

- Responsible for administration, planning and implementation for all HIV/AIDS community and school-based education programs
- Managed subcontracts with community based organizations
- Responsible for writing quarterly progress/evaluation reports submitted to the Illinois Department of Public Health
- Supervised staff of four health educators

Community Health Educator (September 1987 - July 1988)

- Organized and conducted conferences, workshops, training, and classes for students, teachers, and community groups on a variety of public health issues, emphasis on HIV/AIDS and sexuality education

Case Western Reserve University

Cleveland, Ohio

November 1982 – May 1985

Research Assistant, Department of Nutrition

- Primary research assistant for the laboratory analysis component of a project to study the vitamin D levels of bottle-fed versus breast-fed infants

Research Assistant, Department of Medicine

- Prepared statistical and technical data for publications
- Managed research grants

PROFESSIONAL AFFILIATIONS/BOARDS

- Grafton County Mental Health Court, Advisory Council
- New England Rural Health Round Table, Board Member
- New Hampshire Oral Health Coalition, Steering Committee
- New Hampshire Governor's Primary Care Workforce Commission
- National Cooperative of Health Networks
- American Public Health Association

EDUCATION

May 1987 Master of Public Health, Community Health Sciences, Maternal & Child Health
University of Illinois at Chicago, School of Public Health

June 1981 Bachelor of Science, Consumer Science
University of Wisconsin - Madison

Amber Culver

Professional Summary

Energetic and eager to learn, with experience in fast paced environments. Excellent time management and easily accommodating to change. Passionate about high quality patient care, and helping patients achieve Healthcare goals and customer satisfaction.

Skills

- Quick to learn new skills and routines, and can adapt to change easily.
- Familiar with Excel and other computer programs.
- Experience with different Electronic Medical Record softwares.
- BLS CPR and first aid certified, with EMS training.
- Enjoy working directly with people.
- Excellent communication skills, both in person and over the phone.
- A balance coach for the elderly, as well as a Tai Ji Quan instructor.

Experience

- March 2017 to Present
North Country Health Consortium- Littleton, NH
 - Molar Express Care Coordinator
 - Community Health Worker

As a Care Coordinator for the Molar Express, it is my responsibility to follow the care of patients after a referral and help remove barriers to care. I maintain and create care coordination files for each referred patient, and have helped to create a Molar Express Electronic Medical Record using a program called Apricot to provide a convenient and secure method of storing our patient's records. I also assist in researching insurance claim denials, helping to find the cause for denial and fixing it when able.

As a Community Health Worker I have researched a wide variety of resources available in the North Country, from northern Grafton County through all of Coos County. This allows me to provide information and assist clients who are experiencing barriers to care. I meet with clients in their homes and help them learn ways to live healthier lives. I work closely with the elderly population who may have barriers due to a wide variety of poor social determinants of health. I have been involved in the creation of our program's electronic medical record (Apricot) and am currently an administrator of the EMR. I have met with many organizations and healthcare professionals to build partnerships with our Community Health Worker Program.

- October 2011 to May 2017
Morrison Nursing Home- Whitefield, NH

- Licensed Nursing Assistant
- Restorative Nursing Assistant

In my time at the Morrison I have filled many roles.

As a primary aide on the skilled rehabilitation unit, I worked closely with other members of the healthcare team to provide rehabilitative care to residents recovering from injuries, surgeries, or in need of general strengthening.

As an LNA on the dementia / memory unit I needed to provide a safe environment for residents. I was responsible for assisting them with all of their activities of daily living. Being able to stay calm, approachable, and friendly was important as it was not always a stable environment.

As a Restorative Nursing Assistant, I was responsible for helping residents maintain their highest level of functioning in many activities. Along with one other Restorative Aide, I facilitated a resident exercise class. In most of the years that I have worked at the Morrison I also served as a driver for resident appointments, bringing residents to various types of appointments at area hospitals, medical offices, and larger facilities such as Dartmouth Hitchcock and the VA Hospital in White River.

- May 2011 to October 2011
Genesis Healthcare- Lafayette Center Franconia, NH
Licensed Nursing Assistant

As an LNA I was responsible for providing care and a safe environment for 15-20 residents. I worked closely with other members of the nursing staff to ensure excellent care.

- June 2005 to August 2011
The Lantern Resort Jefferson, NH
 - Front Desk Receptionist
 - Entertainment

As a receptionist at The Lantern, I greeted and checked in guests, took payments, and handled customer complaints. I was responsible for answering phone calls, making reservations for both the hotel and campground, and being knowledgeable about our services and facilities.

I was responsible for a money drawer, and needed to be able to cash out at the end of every shift without error. I had to provide a detailed record of transactions.

For entertainment, I was responsible for directing and coordinating activities with the Resort's youth guests. I was responsible for the inventory of supplies for the entertainment department.

Education

- February 2011 Clinical Career Training
Bristol, NH

Licensed Nursing Assistant Certification

- June 2008 White Mountains Regional High School Whitefield, NH

High School Diploma

Community Service

- Matter of Balance coach- A fall prevention program for elderly 2015-2016
- Tai Ji Quan- Moving for Better Balance Instructor- An exercise program using a modified form of Tai Chi to better the balance of at risk seniors. 2015-2016 I became certified to be an instructor through a grant funded training provided by the Foundation for Healthy Communities.
- Volunteer at the Community Cupboard Food Pantry in Lancaster, NH as needed to help unload deliveries.

Annette Carbonneau

Work History:

North Country Health Consortium- 262 Cottage St., Suite 200, Littleton, NH 03561

February 2017- Present

Program Manager- Community Health Worker (CHW)Program

- Grant and project management of the CHW program serving Northern Grafton and Coos County
- Supervision of staff (4)
- Development of protocols and processes
- Marketing and Outreach to healthcare and social service organizations
- Quality assurance and improvement

Program Manager- Student Assistance Program (SAP)

Contract management

Supervision and professional development of Student Assistance Professionals in eight SAUs

Project Success program implementation

Reporting

NAMI NH National Alliance on Mental Illness – 85 North State Street, Concord, NH 03301

Tel. (603) 225-5359

June 2015 to January 2016 Director of Adult and Family Programs

June 2011 to 2015 Manager, Grant Operations and Volunteer

Development January 2004 – June 2011 Community and Volunteer Developer

- Grant and Project Management and oversight including reporting, supervision of grant staff (5)
- Management of Family Mutual Support State contract that provides funding for all of NAMI NH's core programs
- Responsible for management and oversight to Support group, Education, and Information and Resource Program staff that provides support and education to families and individuals affected by mental illness across the lifespan
- Volunteer Recruitment and Development for teachers, leaders, presenters and committee participation.
- Provides training and presentations on topics such as: Public Policy, Advocacy, "Life Interrupted" Family speakers program, Mental Health First Aid, Family-to-Family Educational Course, Interacting with People with Mental Illness
- Oversight and management of content for NAMI NH's Social Media tools, including 5 Facebook pages, Blog, bi-monthly Enews and twitter
- Management of NAMI NH website content, including videos and webinar production
- Management of grants and projects for specific populations and topics including: Veterans and Military Families, Supported Employment, support, education and outreach to Coos County communities through Tillotson funding, Membership and outreach project funded by NAMI National, Seacoast Women's Giving Circle project to create awareness and promote advocacy around mental health
- Active participation in NAMI NH's Public Policy priorities- State and Federal Legislation, includes serving on the NAMI NH Public Policy Committee
- Direct responsibility of management, recruitment and technical assistance to 19 NAMI NH Affiliates
- Past responsibilities include working with survivors of suicide loss and producing the annual NAMI NH Walk

- Experienced in outreach and marketing for NAMI NH programs
- Negotiate and deliver training contracts
- Serve on the Mental Health Planning and Advisory Council (MHPAC) The State is required to have a mental health planning council, which includes consumers of mental health services and family members, as well as service providers and State officials, to review the State Plan and the implementation of the Plan. Also have served on the Medical Care Advisory Committee (MCAC) a public advisory group to advise the State Medicaid Director regarding New Hampshire Medicaid policy and planning
- Experienced in Strategic planning and ongoing adherence to plan goals

PK's Garden Center – 607 Amherst Street, Nashua, NH 03063

October 1986 - November 2003 General Manager

- Management of all operations.
- Financial analysis of all aspects of the company
- Responsible for all employee policies and procedures, 70 employees.
- Monitored and directed all purchasing.
- Advertising and Marketing

Designs by Annette – 9 Cassandra Lane, Nashua, NH 03060

March 1987 - May 1996

Sole Proprietor of a Landscape Design and Consultation Business.

Accomplishments:

NAMI Family to Family Educational Course

December 2000 – completed the NAMI Family-to-Family 12 week education course on mental illness, with topics including brain biology, mental illnesses, coping skills, communication skills, empathy and support systems.

Support Group Facilitator

January 2001 – 2015 Started and facilitated a NAMI NH family support group in Littleton, NH. This group still meets and offers support and education to families affected by mental illness.

NH State Support Group Facilitator Trainer

April 2001 – completed the NAMI National Support Group Facilitator Trainer training in St. Louis to become the first NAMI NH State Support Group Facilitator trainer.

“Visions for Tomorrow” Teacher

August 2003 – completed the training and became qualified to teach the Visions for Tomorrow Educational Course for parents with children with serious emotional disorders.

“Life Interrupted” Family Speakers Program

January 2006 – developed and published the “Life Interrupted” Family Speakers training program

NAMI NH Public Policy/Advocacy Training

August 2008 – developed the NAMI NH Public Policy training program.

“Family to Family” Educational Program Certified Teacher

January 2011 completed F2F teacher training and became qualified to teach Family to Family

Certified Adult Mental Health First Aid Trainer

July 2013- Present certification also in Veterans Mental Health First Aid

Project Success Program Training

June 2017- Completed program training in the Project Success School Counseling program

Prime for Life Trainer

October 2017- Completed training for the Prime for Life program

Tillotson Leadership Series participant 2014

Awards-

Eric Cogswell Memorial Award -Given to recipients who “provide hope, education and/or support” for those living with mental illness.

NH Psychological Association - Recognition for the Life Interrupted Speakers Program

CONTRACTOR NAME: North Country Health Consortium

Key Personnel – SFY 2019

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nancy Frank	Chief Executive Officer	\$115,000	2.00%	\$2,300
Amber Culver	Community Health Worker	\$36,400	25.00%	\$9,100
Jennifer Goulet	Community Health Worker	\$36,400	25.00%	\$9,100
Annette Carbonneau	Program Coordinator	\$64,272	5.00%	\$3,214
Colleen Gingue	Chief Financial Officer	\$77,813	1.50%	\$1,167

Key Personnel – SFY 2020

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nancy Frank	Chief Executive Officer	\$118,449	1.50%	\$1,777
Amber Culver	Community Health Worker	\$37,492	25.00%	\$9,373
Jennifer Goulet	Community Health Worker	\$37,492	25.00%	\$9,373
Annette Carbonneau	Program Coordinator	\$66,200	5.10%	\$3,376
Colleen Gingue	Chief Financial Officer	\$80,147	1.25%	\$1,002



Jeffrey A. Meyers
Commissioner

Marcella Jordan Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



14 mac

August 4, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into an agreement with North Country Health Consortium, 262 Cottage Street, Suite 230, Littleton, New Hampshire (Vendor Code #158557-B001) in an amount not to exceed \$280,000 for Building Community Health Worker Capacity to Improve Chronic Disease Prevention and Management, effective September 1, 2016 or the date of Governor and Executive Council approval, whichever is later, through June 30, 2018. Funds are 100% Federal Funds.

Funds are available in the following accounts for SFY 2017, and are anticipated to be available in SFY 2018 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without further approval from Governor and Executive Council.

05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER

Fiscal Year	Class/Object	Class Title	Activity Code	Total Amount
SFY 2017	102-500731	Contracts for Program Services	90080081	\$100,000
SFY 2018	102-500731	Contracts for Program Services	90080081	\$100,000
			Total	\$200,000

05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE

Fiscal Year	Class/Object	Class Title	Activity Code	Total Amount
SFY 2017	102-500731	Contracts for Program Services	90017317	\$40,000
SFY 2018	102-500731	Contracts for Program Services	90017317	\$40,000
			Total	\$80,000
			Contract Total	\$280,000

EXPLANATION

The purpose of this request is for the vendor, North Country Health Consortium, to build Community Health Worker capacity to improve chronic disease prevention and management in the State's North Country Public Health Region.

A Community Health Worker is a frontline public health worker who is a trusted member of and/or has an unusually close understanding of the community served. Community Health Workers play an important role in supporting and guiding patients, individuals, and communities through the complexities of the healthcare system, linking both patients and their families with medical and community resources. They are also a key component in preventing chronic disease and improving health outcomes for those diagnosed with a chronic disease.

In New Hampshire, multiple chronic diseases rank in the top ten causes of death. Cancer is the leading cause of death with approximately 2,500 deaths occurring yearly. Heart disease and stroke are the second and fifth causes of death respectively, with hypertension being a main risk factor for each. Diabetes is the seventh leading cause of death and is diagnosed in over nine (9) percent of the population. Because of their high mortality rates, cancer, heart disease, stroke, and diabetes have all been identified in the New Hampshire State Health Improvement Plan as priority areas for improvement.

The Department has identified a number of evidence-based strategies to increase prevention and improve health outcomes for those diagnosed with a chronic disease including building Community Health Worker capacity. Community Health Workers, as part of a team-based approach to care, have been shown to increase the rates of cancer screening, medication adherence, patient follow-up, and disease self-management activities. They can also contribute to a reduction in healthcare costs, including those seen by Medicaid, by reducing emergency room visits, hospitalizations and treatment.

Funds in this agreement will be used to improve the capacity and workforce of Community Health Workers in the North Country Public Health Region to increase chronic disease prevention and management. Specifically, North Country Health Consortium will:

- Design and implement an assessment of the use of Community Health Workers in chronic disease prevention and management in the North Country;
- Share assessment findings with local providers, community organizations, and DHHS;
- Carry out an educational campaign to the health care providers and administrators about the value of integrating Community Health Workers into care teams;
- Recruit, hire, and train Community Health Workers utilizing the North Country Health Consortium Community Health Worker hybrid curriculum;
- Establish an infrastructure and home that supports Community Health Workers' on-going learning;
- Deploy Community Health Workers into the community for both one-on-one and group-based services;
- Conduct outreach to women in the region who are at risk for not getting their recommended breast and/or cervical cancer screening; and
- Participate in, and provide leadership for, the New Hampshire Community Health Worker Coalition.

This contract was competitively bid. A Request for Proposals was available on the Department of Health and Human Services' web site from May 16, 2016 through June 16, 2016. One proposal was received in response to the Request for Proposals. The proposal was evaluated based upon the criteria published in the Request for Proposals by a team of individuals with program specific knowledge and expertise. North Country Health Consortium was selected. The Bid Summary is attached.

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

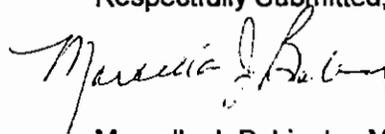
Should Governor and Executive Council not authorize this Request, much needed cost effective improvements in chronic disease prevention and management among residents in the North Country Public Health Region may remain unmet.

Area Served: North Country Public Health Region

Source of Funds: 100% Federal Funds CFDA #93.752 U. S. Department of Health and Human Services, Centers for Disease Control and Prevention, Cancer Prevention and Control Grant, FAIN #58DP003930; and CFDA #93.945, U. S. Department of Health and Human Services, Centers for Disease Control and Prevention, 1305 Basic Grant, FAIN #58DP004821

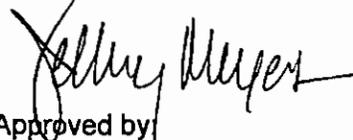
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully Submitted,



Marcella J. Bobinsky, MPH

Acting Director



Approved by

Jeffrey A. Meyers

Commissioner



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

**Building Community Health Worker
Capacity to Improve Chronic Disease
Prevention and Management**

RFP Name

RFP-2017-DPHS-12-Build

RFP Number

Bidder Name

1. North Country Health Consortium

Pass/Fail	Maximum Points	Actual Points
	400	372

Reviewer Names

1. Adriane Burke, Program Planner,
DPHS
2. Tanya Dumont, Public Health
Program Manager, DPHS
3. Tiffany Fuller, Prog Planner,
Hlth Management ofc, DHHS
4. Turcina McNeilly, Pub. Health
Advisor, Chronic Disease
5. Phillip Nadeau, Administrator,
OII
6. Ellen Chase, Administrator,
Office of Health Management
7. _____
8. _____
9. _____

Subject: Building Community Health Worker Capacity to Improve Chronic Disease Prev. and Mgmt. RFP-2017 DPHS-12-Build-01

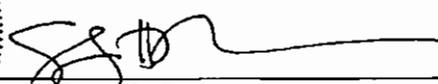
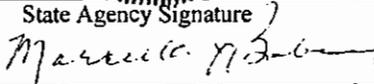
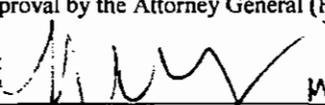
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage Street Suite 230 Littleton, NH 03561	
1.5 Contractor Phone Number (603) 259-3700	1.6 Account Number 05-95-90-902010-5659 05-95-90-902010-1227	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$280,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nancy Frank, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>8/10/16</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Amy J. Holmes</u>			
1.14 State Agency Signature  Date: _____		1.15 Name and Title of State Agency Signatory <u>Marcella Bobrowsky</u> <u>Contracting Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  <u>Megan A. Yeagle</u> - Attorney On: <u>8/26/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials
Date 8/10/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall design and implement an assessment of the use of Community Health Workers (CHWs) in chronic disease prevention and management in the North Country Public Health Region health care systems. The information for the assessment shall be gathered through surveys, as approved by the Department. This needs assessment shall include, but is not limited to, the following elements:
 - 2.1.1. Understanding of the role of CHWs;
 - 2.1.2. Current practices and barriers related to the integration of CHWs into health care teams and their use in the community for targeted outreach;
 - 2.1.3. Training and technical assistance needs of health care systems and community organizations related to CHWs;
 - 2.1.4. Proportion of practices or health care systems with policies or systems which includes regulations, procedures, administrative actions, incentives, or voluntary practices of institutions to use CHW for chronic disease prevention and management; and
 - 2.1.5. Identified opportunities to incorporate CHWs into chronic disease prevention and management.
- 2.2. The Contractor shall disseminate assessment findings to all relevant stakeholders which shall include, but not be limited to, the CHW Coalition, local providers, community organizations, and the Department. The Contractor shall disseminate the assessment findings in, but not limited to, the following ways:
 - 2.2.1. Make available for review by the North Country Health Consortium Board of Directors at a monthly meeting and program progress discussed quarterly;
 - 2.2.2. Report out findings at a quarterly CHW Coalition meeting;
 - 2.2.3. Post on the NCHC web site;
 - 2.2.4. Issue press releases disseminated to local media; and
 - 2.2.5. Share with the Department as requested.

MT
2/10/16



Exhibit A

- 2.3. The Contractor shall provide training and technical assistance online and/or in-person through, among other things, training sessions and continuing education programs, to health professionals, purchasers and community organizations to increase the use of CHWs in chronic disease prevention and management. This shall include, but not be limited to:
- 2.3.1. Educating health care staff, administrators, and payers to improve their understanding and acceptance of CHWs; their qualifications, and the unique contributions they make to support patients and help clinicians deal with patient related challenges;
 - 2.3.2. Educating groups of health care providers on the roles that CHWs can play; how CHWs fit into the medical home model; how CHWs can contribute to the Triple Aim, improve the health of populations, and reduce the per capita cost of health care;
 - 2.3.3. Providing technical assistance to organizations that want to hire CHWs or work with CHWs;
 - 2.3.4. Identifying and engaging key stakeholders to assist in building and maintaining support for team-based care and CHWs; and
 - 2.3.5. Partnering with regional health care systems to explore opportunities for CHWs to access Electronic Health Records.
- 2.4. The Contractor shall provide CHW training using an on-line and/or in-person formats, which shall include, but not be limited to:
- 2.4.1. Ensuring that CHW strengths, including their ability to connect with communities through their commonalities of shared life experience, are reinforced;
 - 2.4.2. Utilizing existing New Hampshire CHW training curricula that includes, but is not limited to:
 - 2.4.2.1. Understanding the CHW role;
 - 2.4.2.2. Communication Skills;
 - 2.4.2.3. Cultural Competency and Cultural Humility;
 - 2.4.2.4. Health Equity;
 - 2.4.2.5. Outreach Methods and Strategies;
 - 2.4.2.6. Writing and Documentation Skills;
 - 2.4.2.7. Client and Community Assessment Skills;
 - 2.4.2.8. Service Coordination Skills;
 - 2.4.2.9. Group Facilitation and Presenting Skills;
 - 2.4.2.10. Public Health Concepts;
 - 2.4.2.11. Advocacy and Community Building;

mf

8/10/16



Exhibit A

- 2.4.2.12. Professional Skills and Conduct, including Legal and Ethical Responsibilities; and
- 2.4.2.13. Rules Governing Third Party Payers.
- 2.4.3. Using CHW training modules that emphasize health promotion and teach CHWs how to help patients prevent or prioritize and manage their chronic diseases, such as diabetes, abnormal cancer screening and cancer; other conditions such as hypertension, elevated blood sugar, cholesterol values that are not normal; and refer to evidence-based chronic disease prevention and management programs; and
- 2.4.4. Providing both basic and specific training for CHWs in areas related to chronic disease, such as National Diabetes Prevention Program, Diabetes Self-Management Education, cancer screening, hypertension, self-monitoring of blood pressure, as needed and in consultation with the Department.
- 2.5. The Contractor shall implement other activities related to training, which shall include but not be limited to:
- 2.5.1. Utilizing existing New Hampshire CHW curricula. As able, utilize materials for training, promotion and outreach available through the U.S. CDC, the Department, or other organizations, with approval from the Department;
- 2.5.2. Providing CEUs and CMEs, as necessary, for physicians, nurses, and/or other licensed practitioners who complete training;
- 2.5.3. Providing evaluation summary to the Department of all training and technical assistance activities quarterly; and
- 2.5.4. Supporting other training as required by the Department.
- 2.6. The Contractor shall partner with a statewide CHW Coalition, regional health care systems, Accountable Care Organizations (ACOs), and other key partner organizations to integrate CHWs into models of chronic disease care, improve CHW workforce development, identify viable financing mechanisms and build infrastructure to support CHWs. Activities shall include, but not be limited to:
- 2.6.1. Evaluating the impact of the CHW Coalition on chronic disease in New Hampshire. As able, through the evaluation, document value added, cost savings to programs, cancer screening rates among target populations, effective use of services, patient behavioral and clinical improvement such as hemoglobin A1c, hypertension, medication adherence and documented self-management plans;
- 2.6.2. Reaching out to leadership across organizations to build a centralized support for CHWs;
- 2.6.3. Developing a set of core skills, competencies, and scope of practice for CHWs that are recognized statewide. This shall be done in collaboration with a larger stakeholder group that includes CHW organizations, state and local health departments, universities, CHW trainers and employers, insurers, public agencies, nonprofits, and other interested groups;

mt

8/10/16



Exhibit A

- 2.6.4. Establishing a regional home for CHWs, consider training, continuing education and professional networking and administration;
- 2.6.5. Educating stakeholders at the state and local levels about the observational data from practice and the evidence-based interventions that have demonstrated the effectiveness of CHWs, the beneficial outcomes for the public's health of integrating CHWs into health care systems, and the necessary components of comprehensive policies that support such integration; and
- 2.6.6. Identifying and promoting sustainable financing mechanisms to promote team-based care, inclusive of services provided by CHWs.
- 2.7. The Contractor shall develop a community health worker model for addressing the chronic disease prevention needs of women in the North Country which shall include, but not be limited to:
 - 2.7.1. Identifying community needs and assets related to chronic disease prevention and management including information regarding priority health, psychosocial, social, and economic issues using existing reports and assessments and/or new sources such as environmental scans or stakeholder meetings;
 - 2.7.2. Identifying a potential funding mechanism to support CHWs based upon assessment.
 - 2.7.3. Involving providers in planning and implementation to increase ownership;
 - 2.7.4. Developing a community health team approach to promote chronic disease prevention among women in the North Country;
 - 2.7.5. Identifying individual(s) to serve as CHW(s) and provide adequate and ongoing training and supervision;
 - 2.7.6. Ensuring that CHW(s) work with women to promote the use of chronic disease preventive services;
 - 2.7.7. Identifying lessons learned and best practices from the community health model and disseminate findings; and
 - 2.7.8. Developing a plan for sustainability of CHWs following this contract.
- 2.8. The Contractor shall begin evaluation planning within thirty (30) days of the Contract effective date in consultation with the Department. The Contractor shall:
 - 2.8.1. Evaluate the success of capacity building activities as well as the value of the CHW model.
 - 2.8.2. Identify appropriate evaluation and data collection methods to assess effectiveness of CHW role in chronic disease prevention and management by:
 - 2.8.2.1. Including the most appropriate approach to collecting information on implementation/process issues, and the value and impact of the Coalition when developing the evaluation plan;



- 2.8.2.2. Selecting outcomes to be documented such as value added, cost savings to programs, cancer screening rates among target populations, and effective use of services;
- 2.8.2.3. Coordinating with and aligning outcomes and quality measures already collected by health care systems; and
- 2.8.2.4. Planning to disseminate results to support expansion of CHW interventions in New Hampshire.

3. Staffing Requirements

- 3.1. The Contractor shall provide staffing to fulfill the roles and responsibilities which support the activities of this project, as follows:
 - 3.1.1. Maintaining a level of staffing necessary to perform and carry out all functions, requirements, roles, and duties in a timely fashion;
 - 3.1.2. Ensuring staff has sufficient training, education; experience, and orientation necessary to fulfill the requirements of the positions they hold and shall verify and document this requirement has been met; and
 - 3.1.3. Keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications. All records shall be available to the Department upon request.
- 3.2. The Contractor shall develop a Staffing Contingency Plan which shall include, but not be limited to:
 - 3.2.1. The process for replacement of personnel in the event of loss of key personnel or other personnel;
 - 3.2.2. Allocation of additional resources to the Agreement in the event of inability to meet performance standards;
 - 3.2.3. Discussion of time frames necessary for obtaining replacements;
 - 3.2.4. Capabilities to provide, in a timely manner, replacement staff with comparable experience; and
 - 3.2.5. A method of bringing replacement staff up-to-date regarding the activities of this project.

4. Performance Measures

- 4.1. The Contractor shall submit quarterly reports on all activities on a template reporting form, provided by the Department, ensuring that the following minimum performance indicators are achieved annually and monitored quarterly to measure the effectiveness of the agreement:
 - 4.1.1. The number of health care staff, administrators and payers who participate in training on the roles and value of CHWs.
 - 4.1.2. The percent of training participants who report use of CHWs in chronic disease prevention and management 3-6 months after training.



Exhibit A

- 4.1.3. The percent of participants trained as CHWs that become employed in a CHW role after completing training.
- 4.1.4. The number and types of organizations represented on the CHW Coalition.
- 4.1.5. The percent of CHW Coalition members who report satisfaction with the leadership and structure of the Coalition.
- 4.1.6. The percent of CHW Coalition members who report their participation in the coalition adds value to their current work.
- 4.1.7. The number of organizations using scope of practice and/or competencies developed by the coalition in practice.
- 4.1.8. The proportion of practices or health care systems with policies or systems which include; regulations, procedures, protocols, quality improvement processes, structures, arrangements, administrative actions, incentives, or voluntary practices of institutions for the purpose of implementing CHWs for chronic disease prevention and management.
- 4.1.9. The proportion of women of the target population who are screened for breast and cervical cancer as a result of engagement with CHW(s).

5. Reporting Requirements/Deliverables

- 5.1. The Contractor shall meet with the Department to discuss activities, budget, and performance measures on a monthly basis
- 5.2. The Contractor shall submit quarterly reports on all activities on a template reporting form, provided by the Department, as described in Section 4.
- 5.3. The contractor shall submit a final report to the Department that shall include, but is not limited to:
 - 5.3.1. A summary of the project outcome including barriers encountered in implementing the project;
 - 5.3.2. The number of healthcare care staff, administrators and payers who participate in training on the roles and value of CHWs;
 - 5.3.3. The percentage of training participants who report use of CHWs in chronic disease prevention and management 3-6 months after training;
 - 5.3.4. The percentage of participants trained as CHW that become employed in a CHW role after completing training;
 - 5.3.5. The number and types of organizations represented on the CHW Coalition;
 - 5.3.6. The percentage of CHW coalition members who report satisfaction with the leadership and structure of the coalition;
 - 5.3.7. The percentage of the CHW Coalition members who report their participation in the coalition adds value to their current work;
 - 5.3.8. The number of organizations using scope of practice and/or competencies developed by the Coalition in practice;



Exhibit A

- 5.3.9. The percentage of practices or health care systems with policies or systems which include; regulations, procedures, protocols, quality improvement processes, structures, arrangements, administrative actions, incentives, or
- voluntary practices of institutions for the purpose of implementing CHWs for chronic disease prevention and management; and
- 5.3.10. The percentage of women of the target population who are screened for breast and cervical cancer as a result of engagement with CHWs.
- 5.4. As part of its proposal, the Contractor submitted a Year 1 Draft Work Plan for each of the required activities. The Work Plan shall be effective upon the date of contract approval and shall include, but not be limited to:
- 5.4.1. Activities, person(s) responsible, and timeline effective.
- 5.5. The Contractor shall submit a finalized Work Plan within thirty (30) days of contract approval, with the assistance of the Department.
- 5.6. The Contractor, in collaboration with the Department, shall develop a Draft Year 2 Work Plan, which shall be submitted thirty (30) days prior to the end of Year 1.
- 5.7. The Contractor shall complete an assessment of the use of CHWs in chronic disease prevention and management in the North Country, as described in Section 2.1.
- 5.8. The Contractor shall submit a copy of the final CHW model for addressing chronic disease prevention and management needs of women in the North Country, as described in Section 2.7.
- 5.9. Within sixty (60) days of the contract effective date, the Contractor shall submit the following to the Department:
- 5.9.1. A copy of the assessment plan, as described in Section 2.1.;
- 5.9.2. A copy of the dissemination plan, as described in Section 2.2.;
- 5.9.3. A copy of the training plan, as described in Section 2.3.;
- 5.9.4. Samples of the CHW training curricula; and
- 5.9.5. A copy of the staffing contingency plan, as described in Section 3.2.

27

8/10/16



Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Availability of funding for this contract is dependent upon meeting the requirements set forth in:
 - 2.1. The Catalogue of Federal and Domestic Assistance (CFDA) # 93.752, United States Department of Health and Human Services, Centers for Disease Control and Prevention, Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations financed in part by Prevention and Public Health Funds, CFDA #93.752, Federal Award Identification Number (FAIN) NU 58DP003930.
 - 2.2. The Catalogue of Federal and Domestic Assistance (CFDA) #93.945, United States Department of Health and Human Services, Centers for Disease Control and Prevention, Assistance Programs for Chronic Disease Prevention and Control, CFDA #93.945, Federal Award Identification Number (FAIN) NU 58DP004821.
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and reports by the 15th of each month, utilizing the reporting tool provided by the Department.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301-6504
DPHScontractbilling@dhhs.state.nh.us
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

NT



New Hampshire Department of Health and Human Services
Building Community Health Worker Capacity to Improve Chronic Disease
Prevention and Management

RFP-2017-DPHS-12-Build-01

Exhibit B

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials 77



SPECIAL PROVISIONS

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

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

277
8/10/16



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

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

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

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

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

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

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

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

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

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

mf

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

ND



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

MF

8/10/16

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

8/10/16
Date


Name: Nancy Frank
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

8/10/16
Date


Name: Nancy Frank
Title: Executive Director

Contractor Initials mf
Date 8/10/16



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

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

INSTRUCTIONS FOR CERTIFICATION

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

DT

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

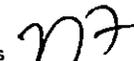
LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

8/10/16
Date


Name: Nancy Frank
Title: Executive Director





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

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

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

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

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

Exhibit G

Contractor Initials

DF

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

Date 8/10/16

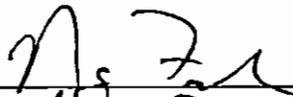

Name: Nancy Frank
Title: Executive Director

Exhibit G

Contractor Initials NF

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

Date 8/10/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

8/10/16
Date

[Signature]
Name: Ned Frank
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

nr

8/10/16



Exhibit I

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

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

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

MA



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

MF

8/10/16



Exhibit I

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

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

Handwritten initials, possibly "M" or "N", in black ink.



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

MP



Exhibit I

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

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

<u>Department of Health and Human Services</u> The State	<u>North Country Health Consortium</u> Name of the Contractor
<u>Marcella Babinsky</u> Signature of Authorized Representative	<u>[Signature]</u> Signature of Authorized Representative
<u>Marcella Babinsky</u> Name of Authorized Representative	<u>Nancy Frank</u> Name of Authorized Representative
<u>Acting Director</u> Title of Authorized Representative	<u>Executive Director</u> Title of Authorized Representative
<u>8/22/16</u> Date	<u>8/10/16</u> Date



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

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

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

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

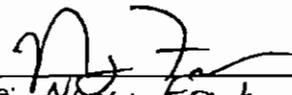
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

8/10/16
Date


Name: White, Frank
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 01 771-1199-0000
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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