



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9445 1-800-852-3345 Ext. 9445
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October 22, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **sole source** agreement with Bi-State Primary Care Association, Inc. (Vendor # #166695-B001), 525 Clinton Street, Bow, NH 03304, to provide facilitation for integrated medication assisted treatment for pregnant, postpartum and parenting women organizations in an amount not to exceed \$1,500,000 effective upon Governor and Executive Council approval, through September 30, 2020. 100% Federal Funds.

Funds to support this request are available in the following account(s) for State Fiscal Years (SFY) 2020 and 2021 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.

05-95-92-920510-2559 HEALTH AND HUMAN SERVICES, BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL, STR GRANT

| SFY | Class/Account | Class Title | Job Number | Total Amount |
|------|---------------|------------------------|-----------------|------------------|
| 2020 | 102-500731 | Contracts for Prog Svc | 92052559 | \$600,000 |
| | | | Subtotal | \$600,000 |

05-95-92-920510-7040 HEALTH AND HUMAN SERVICES, BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL, SOR GRANT

| State Fiscal Year | Class/Account | Class Title | Job Number | Total Amount |
|-------------------|---------------|------------------------|-----------------|--------------------|
| 2020 | 102-500731 | Contracts for Prog Svc | 92057040 | \$600,000 |
| 2021 | 102-500731 | Contracts for Prog Svc | 92057040 | \$300,000 |
| | | | Subtotal | \$900,000 |
| | | | Total | \$1,500,000 |

EXPLANATION

This request is **sole source** due to the limited amount of time remaining to implement services utilizing the federal State Opioid Response funding within the grant time limits. Bi-State Primary Care Association (Contractor) was identified as the organization for this scope of work based on their roles and well-established professional and technical assistance relationships with the State's Federally Qualified Health Centers (FQHCs) and hospitals, which will allow services to be established quickly and efficiently in the targeted geographic areas..

The purpose of this request is to facilitate the participation of FQHCs and hospitals to provide medication assisted treatment (MAT) and an array of necessary supports to pregnant, postpartum, and parenting women diagnosed with opioid use disorder (OUD). The Contractor shall enter into agreements with at least five (5) FQHCs and/or hospitals to increase their capacity to provide and to deliver comprehensive integrated Medication Assisted Treatment (iMAT) services and supports for pregnant, postpartum, and parenting women with OUD, along with their newborn and infant children.

These services are needed due to the urgent nature of the opioid crisis in New Hampshire. The programs supported by this contract are evidence-based options that will expand the State's capacity to provide treatment and recovery support to pregnant, post-partum, and parenting women with opioid use disorders, as well as their infants and children affected by their mother's use of opioids.

The Contractor will facilitate the expansion of iMAT services and supports for this targeted population and collaborate with local and regional networks, including the Doorways to align services. The Contractor will provide support to FQHCs that are interested in developing or enhancing existing capacity to deliver these critical services in their regions.

The Department will monitor the effectiveness of the Contractor and the delivery of services under this agreement using the following performance measures:

- The Contractor shall ensure that fifty percent (50%) of women referred to the program who consent to treatment and qualify based on clinical evaluation will enter OUD treatment as reported by the Sites.
- The Contractor shall ensure seventy-five percent (75%) of women identified by ASAM criteria as in need of a higher level of care will be referred to treatment services in order to increase referral of pregnant and postpartum women to OUD treatment providers, as reported by the Sites.
- The Contractor shall attempt to lower positive urine drug screens for illicit substances for pregnant women served in this program by five percent (5%) from State Fiscal Year 2020 to State Fiscal Year 2021, as reported by the Sites.

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

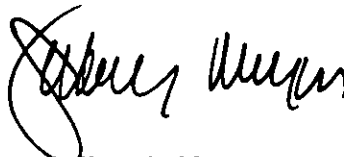
Should the Governor and Executive Council not authorize this request, pregnant, post-partum, and parenting women in New Hampshire diagnosed with opioid use disorder and their infants and children may not receive the support necessary to overcome their addiction which could negatively impact their health and the health of their infants and children.

Area served: Statewide.

Source of Funds: 100% Federal Funds from Department of Health & Human Svs, Substance Abuse & Mental Health Svs Admin, Center for Substance Abuse Treatment, CFDA#93.788/ FAIN#TI081685 and FAIN#TI080246.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is written in a cursive style with a large, looping initial "J".

Jeffrey A. Meyers
Commissioner

Subject: Facilitating Integrated Medication Assisted Treatment for Pregnant, Postpartum and Parenting Women (SS-2020-BDAS-08-

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.

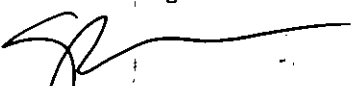
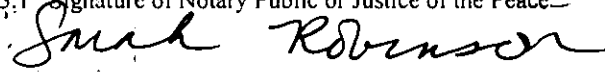
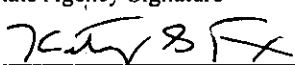

FACIL)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|---|-------------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Bi-State Primary Care Association, Inc. | | 1.4 Contractor Address 525 Clinton Street Bow, NH 03304 | |
| 1.5 Contractor Phone Number (603) 228-2830 | 1.6 Account Number 05-95-92-920510-2559 and 05-95-92-020510-7040 | 1.7 Completion Date September 30, 2020 | 1.8 Price Limitation \$1,500,000 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number 603-271-9631 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory George Makeras, VP Policy and Strategy | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>10/21/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace SARAH ROBINSON - NOTARY | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Katy Fox, Director | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  CATHERINE PINOS On: <u>10/24/19</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 10/21/19

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.

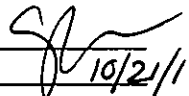
Contractor Initials 
Date 10/21/19



Exhibit A

Scope of Services

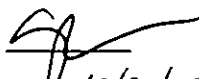
1. Provisions Applicable to All Services

- 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.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.300.

2. Scope of Work

2.1. Program Requirements

- 2.1.1. The Contractor shall enter into agreements with at least five (5) Federally Qualified Health Centers (FQHCs) and/or hospitals, hereinafter referred to as Sites, to increase their capacity to provide and to deliver comprehensive integrated Medication Assisted Treatment (iMAT) services and supports for pregnant, postpartum, and parenting women with opioid use disorders (OUD), along with their newborn and infant children.
 - 2.1.1.1. The Contractor shall give preference to FQHCs and hospitals in Coos, Rockingham, Hillsborough, Merrimack, Strafford, and Cheshire counties; areas that are not currently served by an organization under contract with DHHS to provide MAT for pregnant and postpartum women.
 - 2.1.1.2. Prospective Sites are subject to the review and approval of the Department.
- 2.1.2. The Contractor shall provide project management and program consultation to each Site.
- 2.1.3. The Contractor shall support each Site to ensure they have billing capabilities which include, but are not limited to:
 - 2.1.3.1. Enrolling with Medicaid and other third party payers.
 - 2.1.3.2. Contracting with managed care organizations and insurance companies for MAT and delivery of prenatal care.


10/21/19

**New Hampshire Department of Health and Human Services
Facilitating Integrated Medication Assisted Treatment for Pregnant,
Postpartum and Parenting Women**



Exhibit A

2.1.3.3. Having a proper understanding of the hierarchy of the billing process.

2.1.4. The Contractor shall ensure compliance with and adherence of themselves and all Sites to the State Opioid Response Grant Standards as identified in Section 9.

2.1.5. The Contractor shall ensure compliance and support each site in complying with confidentiality requirements, which include, but are not limited to:

2.1.5.1. Applicable federal and state laws.

2.1.5.2. HIPAA Privacy Rule.

2.1.5.3. 42 C.F.R Part 2.

2.1.6. The Contractor shall participate in all evaluation activities associated with the funding opportunity, including national evaluations.

2.1.7. The Contractor shall submit a work plan to the Department for review and approval, which describes the process for ensuring the completion of all aspects of the Scope of Services, as outlined in this Contract, within thirty (30) days from approval of the contract by the Governor and Executive Council.

2.1.8. The Contractor, in collaboration with the Sites, shall create a sustainability plan to continue to provide iMAT services to the target population beyond the completion date of the contract, subject to approval by the Department.

2.2. Medication Assisted Treatment

2.2.1. The Contractor shall work with Sites, as identified in Section 2.1.1, to enhance their capacity to implement and deliver MAT services and supports. The Contractor shall provide support which includes, but is not limited to:

2.2.1.1. Establishing teams to deliver MAT that involve current staff, the recruitment of new staff, and/or the development of formal relationships with external partners.

2.2.1.2. Providing Sites with information on available trainings to support initiating or expanding the capacity to deliver MAT with approved medications.

2.2.1.3. Providing assistance with identifying needed modifications to electronic health record (EHR) systems in order to collect and report data elements, as required in Section 5.

2.2.2. The Contractor shall ensure each Site:

Bi-State Primary Care Association, Inc.

Exhibit A

Contractor Initials

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Date

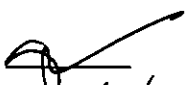

10/21/19



Exhibit A

- 2.2.2.1. Collaborates with local and regional Doorways, to include, but not be limited to:
 - 2.2.2.1.1. Accepting clinical evaluation results for level of care placement from the Doorways upon referral of a client or upon intake in order to ensure that clients are not over-evaluated.
 - 2.2.2.1.2. Developing policies and procedures to ensure the Government Performance Reporting Act (GPRA) data is captured for each participant, as required.
 - 2.2.2.1.3. Assisting participants with identifying, applying for, and obtaining ancillary, non-clinical recovery support services that reduce barriers to a client's participation in treatment or recovery, which may include, but are not limited to services identified in Subparagraph 2.3.2.2, as appropriate.
 - 2.2.2.1.4. Obtaining naloxone kits for distribution to program participants and family members.
- 2.2.2.2. Provides MAT services with fidelity to federal, state, and best practice recommendations as described in the "Guidance Document on Best Practices" – <https://www.dhhs.nh.gov/dcbh/bdas/documents/matguidancedoc.pdf>
- 2.2.2.3. Develops policies and practices related, but not limited, to:
 - 2.2.2.3.1. Evaluation and medical examination to verify that patients meet criteria for opioid use disorders, are appropriate for MAT level of care, and determine the appropriate medication.
 - 2.2.2.3.2. Induction procedures.
 - 2.2.2.3.3. Integration of behavioral health counseling.
 - 2.2.2.3.4. Documentation of MAT services.
 - 2.2.2.3.5. Urine drug testing.
 - 2.2.2.3.6. Discharge from MAT services.
 - 2.2.2.3.7. Billing procedures.
 - 2.2.2.3.8. Transition between levels of care as appropriate.



Exhibit A

- 2.2.2.3.9. Utilizing the State's Prescription Drug Monitoring Program (PDMP) database in accordance with State requirements.
- 2.2.2.4. Identifies at least one (1) waived provider to prescribe buprenorphine.
- 2.2.2.5. Provides ongoing supervision for buprenorphine prescribers, with access to consultation from experienced providers.
- 2.2.2.6. Utilizes patient-centered educational materials regarding overdose prevention, such as the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Opioid Overdose Prevention Toolkit.
- 2.2.2.7. Provides interim OUD treatment services, when the necessary treatment services are not available to the participant, within forty-eight (48) hours of referral. Interim services shall include, but are not limited to Recovery Support Services (RSS) as needed by the client.
- 2.2.2.8. Develops collaborative relationships with external partners that offer services to pregnant women with OUD to provide additional services not available through the Site, including but not limited to:
 - 2.2.2.8.1. MAT services with Methadone.
 - 2.2.2.8.2. Intensive levels of behavioral health counseling not available at their agency.
 - 2.2.2.8.3. Ancillary, non-clinical recovery support services that reduce barriers to a client's participation in treatment or recovery, which may include, services identified in Subparagraph 2.3.2.2, and supports and services offered through the Doorways.

2.3. Integrated Services and Supports

- 2.3.1. The Contractor shall work with the Sites, as identified in Section 2.1.1, to enhance their capacity and to deliver integrated services and supports for prenatal and postpartum care, and provide parenting support and education for parents, utilizing evidence-based practices and curricula when available and appropriate, in coordination with the MAT services in Section 2.2, including, but not limited to:
 - 2.3.1.1. Obstetrical/gynecological (OB/Gyn) services.
 - 2.3.1.2. Neonatal Abstinence Syndrome (NAS) services.



Exhibit A

- 2.3.1.3. Peer recovery coaches.
 - 2.3.1.4. Resource/Employment specialists.
 - 2.3.1.5. Case management/Care coordination.
 - 2.3.1.6. Childbirth education.
 - 2.3.1.7. Safe sleep education.
 - 2.3.1.8. Parenting and personal development education groups, programs, and activities, which integrate the parenting education curriculum with addiction treatment so that participants have the opportunity to learn about the impact of substance use on family functioning and healthy child development. This may include, but is not limited to the following programs:
 - 2.3.1.8.1. Mornings Out.
 - 2.3.1.8.2. Sober Parenting Journey.
 - 2.3.1.9. Health education, including practices for safe storage of medication and preventing diversion of medications.
 - 2.3.1.10. Supporting and mentoring leadership of group therapy for participating women.
 - 2.3.1.11. Educational sessions to all pregnancy groups that include, but are not limited to "The Period of Purple Crying," safe sleep practices and car seat safety and are integrated with newborn nursery and outpatient pediatric follow up.
- 2.3.2. The Contractor shall ensure each Site:
- 2.3.2.1. Provides access to childcare support to participants that allows women to participate in and receive care without distraction.
 - 2.3.2.2. Assists participants with identifying, applying for, and obtaining benefits, programs, supports, and services appropriate for pregnant, postpartum, and parenting women, including but not limited to:
 - 2.3.2.2.1. Social supports including, but not limited to access and/or referrals to food, housing, and childcare.
 - 2.3.2.2.2. Recovery centers, peer support groups, and transitional housing.
 - 2.3.2.2.3. Behavioral health resources in the local community.
 - 2.3.2.2.4. Transportation resources including, but not limited to:



Exhibit A

- 2.3.2.2.4.1. Assisting participants to enroll in Medicaid transportation services.
- 2.3.2.2.4.2. Developing a network of support to help with transportation needs.
- 2.3.2.2.4.3. Identifying resources to help participants to attain a valid driver's license or an affordable car loan.
- 2.3.2.3. Develops a Plan for Safe Care with birth attendants and the New Hampshire Division of Children, Youth, and Families (DCYF), per NH RSA 132:10-e and RSA 132:10-f, for each infant affected by prenatal drug or fetal alcohol exposure.
 - 2.3.2.3.1. Planning and communication regarding the Plan for Safe Care will also involve other community agency supports including, but not limited to home visitation, NH Women, Infants and Children Nutrition Program, housing, and other services central to recovery and parenting.
- 2.3.2.4. Assesses relapsing participants for referral to the appropriate level of care.
- 2.3.2.5. Obtains the necessary releases to ensure ongoing communication and care coordination with entities involved in the participants' care including child protective services, treatment providers, home visiting services, and pediatric providers.
- 2.3.2.6. Enables participant choice in services by utilizing available resources, including the New Hampshire Alcohol and Drug Treatment Locator (<http://www.nhtreatment.org>) and the Doorways (<https://www.thedoorway.nh.gov/>), to identify specific services that are available by location, population, and payer.
- 2.3.2.7. Has ongoing communication and care coordination with entities involved in the participants' care including, but not limited to:
 - 2.3.2.7.1. Child protective services.
 - 2.3.2.7.2. Treatment providers.
 - 2.3.2.7.3. Home visiting services.
 - 2.3.2.7.4. Pediatric providers.



Exhibit A

- 2.3.3. The Contractor shall assist each Site in providing participants with access to a network of support such as Recovery Community Organizations and mutual support groups.
- 2.3.4. The Contractor shall assist Sites in engaging and collaborating with local/regional referral networks and community partners to increase awareness of the program, align and coordinate services across networks, and enable the program to be utilized to its greatest capacity. These partners include, but are not limited to:
 - 2.3.4.1. Continuum of Care Facilitators within Regional Public Health Networks.
 - 2.3.4.2. Integrated Delivery Networks.
 - 2.3.4.3. Family Resource Center(s).
 - 2.3.4.4. Doorways.
- 2.3.5. The Contractor shall collaborate with the Sites to develop and implement outreach activities, which may include marketing designed to engage pregnant women with an OUD in the community and promote this program throughout their service areas. The Contractor and Sites are not required to market themselves publicly as SUD treatment centers.
- 2.3.6. The Contractor shall ensure meaningful input of consumers in program assessment, planning, implementation, and improvement.
- 2.3.7. The Contractor shall ensure patient-centered, effective, integrated care and attention to overdose prevention is provided by each Site by employing educational materials which include, but are not limited to:
 - 2.3.7.1. Center for Disease Control (CDC) opioid prescribing guidelines.
 - 2.3.7.2. Substance Abuse and Mental Health Services Administration's (SAMHSA) Opioid Overdose Prevention Toolkit.
 - 2.3.7.3. State-published Guidance Document on Best Practices: Key Components for Delivering Community Based Medication Assisted Treatment Services for Opioid Use Disorders in NH (<https://www.dhhs.nh.gov/dcbcs/bdas/documents/matguidance.doc.pdf>).
- 2.3.8. The Contractor shall collaborate with each Site to modify workflows and electronic records processes to ensure screening and required data collection.
- 2.4. The Contractor shall meet with the Department at a frequency and in a format determined by the Department, to review work plan progress, Site development,

[Handwritten Signature]
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Exhibit A

and encountered or foreseeable issues to achieving performance measures detailed in Section 8.

3. Staffing

- 3.1. The Contractor shall ensure each Site meets the minimum MAT team staffing requirements to provide the Scope of Services as follows:
 - 3.1.1. Provides access to at least one (1):
 - 3.1.1.1. Waivered prescriber.
 - 3.1.1.2. Masters Licensed Alcohol and Drug Counselor or behavioral health provider with addiction training.
 - 3.1.1.3. Obstetrician or midwife.
 - 3.1.1.4. Care coordinator.
 - 3.1.1.5. Non-clinical/administrative staff.
 - 3.1.1.6. Certified Recovery Support Worker (CRSW)
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff, at each Site, providing treatment, education, and/or recovery support services are under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor, at each site, oversees more than twelve (12) unlicensed staff, unless the Department has approved an alternative supervision plan.
- 3.2. The Contractor shall ensure that unlicensed staff providing clinical or recovery support services must hold a minimum of a CRSW within one (1) year of hire or from the effective date of this contract, whichever is later.
- 3.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contract shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.4. The Contractor shall notify the Department within writing within fourteen (14) calendar days, when there is not sufficient staffing to perform all required services for more than one month.

4. Training

- 4.1. The Contractor shall:

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

- 4.1.1. Ensure the availability of initial and on-going training resources to all Sites including, but not limited to buprenorphine waiver training for physicians, nurse practitioners, and physician assistants.
- 4.1.2. Develop a training plan with each Site to train and engage appropriate staff. Plans shall be submitted to the Department for approval prior to implementation.
- 4.1.3. Ensure staff at all Sites receive confidentiality training pursuant to vendor policies and procedures in compliance with NH State administrative rules and state and federal laws. This includes, but is not limited to safeguarding protected health information, SUD treatment information, and any individually identifiable patient information.
- 4.1.4. Participate in and ensure Sites participate in training and technical assistance activities, as directed by the Department, to assist with the MAT planning, implementation, monitoring, and quality improvement, as well as services and supports for pregnant, postpartum and parenting women and their newborn and infant children, as appropriate. This includes training activities such as, but not limited to:
 - 4.1.4.1. The Community of Practice for MAT, provided through the NH Center for Excellence.
 - 4.1.4.2. Project-specific trainings.
 - 4.1.4.3. Ad hoc communication with expert consultants on MAT clinical care topics such as Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV) prevention, diversion risk mitigation, and other relevant issues.
- 4.1.5. Ensure staff at each Site are trained on relevant topics which may include, but are not limited to:
 - 4.1.5.1. Integrated care.
 - 4.1.5.2. Trauma-informed care and other evidence based treatment strategies as indicated.
 - 4.1.5.3. MAT best practices.
 - 4.1.5.4. Care coordination.
 - 4.1.5.5. RSS delivery best practices, including CRSW courses for prospective Recovery Coaches.
 - 4.1.5.6. Smoking Cessation.
 - 4.1.5.7. Motivational Interviewing.



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- 4.1.5.8. Evidence-Based Practices such as Screening, Brief Intervention, and Referral to Treatment.
- 4.1.5.9. Buprenorphine waiver trainings, available locally and at websites including, but not limited to:
 - 4.1.5.9.1. The NH Medical Society:
<https://www.nhms.org/opioidcme>
 - 4.1.5.9.2. The Substance Abuse and Mental Health Services Administration (SAMHSA):
<https://www.samhsa.gov/medication-assisted-treatment/training-resources/buprenorphine-physician-training>
 - 4.1.5.9.3. The American Society of Addiction Medicine (ASAM):
<https://www.asam.org/education>
 - 4.1.5.9.4. American Association of Nurse Practitioners:
<https://aanp.inreachce.com/>
- 4.1.6. Cognitive behavioral therapy, dialectical behavior therapy, motivational enhancement therapy, mindfulness, and relapse prevention.
- 4.1.7. Collaborate with the Doorways to provide training and logistics to all Sites for the distribution of naloxone kits to participants and family members.
- 4.2. Ensure that personnel providing services at each Site are licensed, certified, and/or trained in the services being provided.
- 4.3. Ensure each Site maintains policies and procedures and have required employee training, at least once per year, in the areas of ethical conduct, confidentiality, compliance, cyber security, and conflict of interest.

5. Data Collection and Reporting

- 5.1. The Contractor shall assist and ensure each Site collects, reports and submits de-identified, aggregate patient data, including, but not limited to:
 - 5.1.1. Demographics and measures for all program participants, as identified by the Department.
 - 5.1.2. Number of people referred to or from local and regional Doorways, broken out by Doorway and service.
 - 5.1.3. Federally required data points specific to this funding opportunity as identified by SAMHSA.
 - 5.1.4. The number of additional supports and services provided, by type of service and support.


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- 5.2. The Contractor, in collaboration with the Department, will analyze and utilize data collected for promoting quality improvement efforts of this project.
- 5.3. The Contractor shall report all data in Section 5 to the Department in total for all Sites, as well as individually for each Site, in a format approved by the Department.

6. Critical Incidents and Sentinel Events

- 6.1. The Contractor shall report, and shall ensure all Sites report:
 - 6.1.1. All critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.1.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.1.1.1. Abuse;
 - 6.1.1.1.2. Neglect;
 - 6.1.1.1.3. Exploitation;
 - 6.1.1.1.4. Rights violation;
 - 6.1.1.1.5. Missing person;
 - 6.1.1.1.6. Medical emergency;
 - 6.1.1.1.7. Restraint; or
 - 6.1.1.1.8. Medical error.
 - 6.1.2. All contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident;
 - 6.1.3. All media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident;
 - 6.1.4. All sentinel events, involving any individual receiving services under this contract, to the Department as follows:
 - 6.1.4.1. "Sentinel events" as defined by the NH DHHS Sentinel Event Reporting and Review policy is an unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof. Serious injury specifically includes loss of limb or function (<https://www.dhhs.nh.gov/dcbcs/documents/policy.pdf>). All sentinel events shall be reported as follows:

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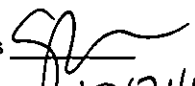


Exhibit A

- 6.1.4.1.1. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the Department, which shall include:
 - 6.1.4.1.1.1. The reporting individual's name, phone number, and organization;
 - 6.1.4.1.1.2. Name and date of birth of the individual(s) involved in the event;
 - 6.1.4.1.1.3. Location, date, and time of the event;
 - 6.1.4.1.1.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.4.1.1.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.4.1.1.6. The identification of any media that reported the event.
- 6.1.4.1.2. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.docx> to the Department; and
- 6.1.4.1.3. Additional information on the event that is discovered after filing the form in Section 6.1.4.1.2 above shall be reported to the Department, in writing, as it becomes available or upon request of the Department.
- 6.2. The Contractor shall report all Critical and Sentinel events as outlined in Subsection 6.1, to other agencies as required by law.
- 6.3. The Contractor shall submit, and ensure all Sites submit, additional information regarding Critical and Sentinel events if required and as requested by the Department.

7. Deliverables

- 7.1. The Contractor shall provide copies of the executed agreements described in Section 2.1.1, to the Department within five (5) business days of fully executing the documents. Each agreement and renewal is subject to Department review and approval.


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

- 7.2. The Contractor shall provide a written work plan, which describes the process for ensuring the completion of all aspects of the Scope of Services (Section 2), Staffing (Section 3), and Training (Section 4) as outlined in this Contract within thirty (30) days of Governor and Executive Council approval of the Contract. The work plan shall be subject to review and approval by the Department.
- 7.3. The Contractor shall provide monthly status reports based on work plan progress to include, but not be limited to:
 - 7.3.1. Staff retained to support MAT at each Site;
 - 7.3.2. Number of prescribers waived to prescribe buprenorphine at each Site;
 - 7.3.3. Outreach activities conducted by the Contractor and by each Site;
 - 7.3.4. Policies and practices established;
 - 7.3.5. Encountered and foreseeable issues, along with actual or suggested resolutions;
 - 7.3.6. Changes made to the initial work plan;
 - 7.3.7. Training and technical assistance provided to or needed by each Site; and
 - 7.3.8. Other progress to date.
- 7.4. The Contractor shall report on and submit all data points in Section 5, as requested by the Department, monthly, and send the results in de-identified, aggregate form to the Department using a Department-approved format.
- 7.5. The Contractor must submit a final report to the Department within 45 days of conclusion of the contract which shall include, but is not limited to:
 - 7.5.1. A summary of information detailing progress made toward completion of all aspects of the Scope of Services, including challenges encountered and actions taken;
 - 7.5.2. Total of de-identified and aggregate data by Site and by program as a whole;
 - 7.5.3. Demographics of participants;
 - 7.5.4. Number of patients receiving MAT prior to program implementation compared to number of patients receiving MAT at end of Contract, including demographic (e.g., gender, age, race, ethnicity) and outcome data as appropriate;
 - 7.5.5. Training and technical assistance provided; and
 - 7.5.6. Other progress to date.

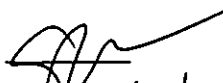

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Exhibit A

- 7.6. The Contractor shall submit the sustainability plan, described in Section 2.1.8, to the Department for review and approval, at least three (3) months prior to the end of this contract.

8. Performance Measures

- 8.1. The following aggregate performance indicators are to be achieved annually and monitored monthly to measure the effectiveness of the agreement:
- 8.1.1. The Contractor shall ensure that fifty percent (50%) of women referred to the program who consent to treatment and qualify based on clinical evaluation will enter OUD treatment as reported by the Sites.
 - 8.1.2. The Contractor shall ensure seventy-five percent (75%) of women identified by ASAM criteria as in need of a higher level of care will be referred to treatment services in order to increase referral of pregnant and postpartum women to OUD treatment providers, as reported by the Sites.
 - 8.1.3. The Contractor shall attempt to lower positive urine drug screens for illicit substances for pregnant women served in this program by five percent (5%) from State Fiscal Year 2020 to State Fiscal Year 2021, as reported by the Sites.
- 8.2. Annually, the Contractor shall develop and submit to the Department, a corrective action plan, in a format approved by the Department, for any performance measure that was not achieved.

9. State Opioid Response (SOR) Grant Standards

- 9.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall ensure each Site:
- 9.1.1. Establishes formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
 - 9.1.2. Completes client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program.
 - 9.1.3. Only provides medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 9.2. The Contractor shall ensure that only FDA-approved MAT for OUD is utilized. FDA-approved MAT for OUD includes:
- 9.2.1. Methadone.

**New Hampshire Department of Health and Human Services
Facilitating Integrated Medication Assisted Treatment for Pregnant,
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Exhibit A

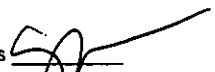
- 9.2.2. Buprenorphine products, including:
 - 9.2.2.1. Single-entity buprenorphine products.
 - 9.2.2.2. Buprenorphine/naloxone tablets,
 - 9.2.2.3. Buprenorphine/naloxone films.
 - 9.2.2.4. Buprenorphine/naloxone buccal preparations.
 - 9.2.2.5. Long-acting injectable buprenorphine products.
 - 9.2.2.6. Buprenorphine implants.
 - 9.2.2.7. Injectable extended-release naltrexone.
- 9.3. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
 - 9.3.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
 - 9.3.2. The Department reserves the right to terminate the contract and liquidate unspent funds, if services are not in place within ninety (90) days of the contract effective date.
- 9.4. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 9.5. The Contractor shall accept clients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 9.6. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
- 9.7. The Contractor shall ensure that all clients are regularly screened for, tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Administration, State Targeted Response Grant, Catalog of Federal Domestic Assistance (CFDA #) 93.788, FAIN T1080246 and the State Opioid Response Grant FAIN T1081685.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget and Exhibit B-2, Budget, and Exhibit B-3, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

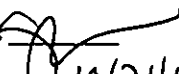

Date 10/21/19

**New Hampshire Department of Health and Human Services
Facilitating Integrated Medication Assisted Treatment for Pregnant,
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Exhibit B

7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BDAS Finance at Laurie.Heath@dhhs.nh.gov and Melissa.Girard@dhhs.nh.gov or a hard copy may be mailed to:
BDAS Finance
Department of Health and Human Services
Division for Behavioral Health
Bureau of Drug and Alcohol
105 Pleasant Street, Main Bldg., 1st Floor North
Concord, NH 03301
8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.


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New Hampshire Department of Health and Human Services

Contractor name BI-State Primary Care Association

Budget Request for: Facilitating Integrated Medication Assisted Treatment for Pregnant, Postpartum and Parenting Women
State Targeted Response Budget
Budget Period: 8FY20 (Upon Governor and Executive Council approval - April 30, 2020)

| Line/Item | Total Program Cost | | | Contractor Share/Match | | | Funded by DHHS (contract share) | | |
|---|--------------------|--------------|---------------|------------------------|----------|-------|---------------------------------|--------------|---------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 41,928.00 | \$ 4,193.00 | \$ 46,121.00 | \$ - | \$ - | \$ - | \$ 41,928.00 | \$ 4,193.00 | \$ 46,121.00 |
| 2. Employee Benefits | \$ 6,289.00 | \$ 629.00 | \$ 6,918.00 | \$ - | \$ - | \$ - | \$ 6,289.00 | \$ 629.00 | \$ 6,918.00 |
| 3. Consultants | \$ 20,000.00 | \$ 2,000.00 | \$ 22,000.00 | \$ - | \$ - | \$ - | \$ 20,000.00 | \$ 2,000.00 | \$ 22,000.00 |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 593.00 | \$ 59.00 | \$ 652.00 | \$ - | \$ - | \$ - | \$ 593.00 | \$ 59.00 | \$ 652.00 |
| 6. Travel | \$ 435.00 | \$ 44.00 | \$ 479.00 | \$ - | \$ - | \$ - | \$ 435.00 | \$ 44.00 | \$ 479.00 |
| 7. Occupancy | \$ 19,209.00 | \$ 1,921.00 | \$ 21,130.00 | \$ - | \$ - | \$ - | \$ 19,209.00 | \$ 1,921.00 | \$ 21,130.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ 15,000.00 | \$ 1,500.00 | \$ 16,500.00 | \$ - | \$ - | \$ - | \$ 15,000.00 | \$ 1,500.00 | \$ 16,500.00 |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ 442,000.00 | \$ 44,200.00 | \$ 486,200.00 | \$ - | \$ - | \$ - | \$ 442,000.00 | \$ 44,200.00 | \$ 486,200.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 545,454.00 | \$ 54,546.00 | \$ 600,000.00 | \$ - | \$ - | \$ - | \$ 545,454.00 | \$ 54,546.00 | \$ 600,000.00 |

Indirect As A Percent of Direct

10.0%

Contractor Initials: *[Signature]*
Date: 10/21/19

New Hampshire Department of Health and Human Services

Contractor name BI-State Primary Care Association


Budget Request for: Facilitating Integrated Medication Assisted Treatment for Pregnant, Postpartum and Parenting Women
State Opioid Response Budget

Budget Period: 8FY20 (Upon Governor and Executive Council approval - June 30, 2020)

| Line/Item | Total Program Cost | | | Contractor Share/Match | | | Funded by DHH/Contractor Share | | |
|---|----------------------|---------------------|----------------------|------------------------|-------------|-------------|--------------------------------|---------------------|----------------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 13,100.00 | \$ 1,310.00 | \$ 14,410.00 | \$ - | \$ - | \$ - | \$ 13,100.00 | \$ 1,310.00 | \$ 14,410.00 |
| 2. Employee Benefits | \$ 1,965.00 | \$ 197.00 | \$ 2,162.00 | \$ - | \$ - | \$ - | \$ 1,965.00 | \$ 197.00 | \$ 2,162.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 593.00 | \$ 59.00 | \$ 652.00 | \$ - | \$ - | \$ - | \$ 593.00 | \$ 59.00 | \$ 652.00 |
| 6. Travel | \$ 435.00 | \$ 44.00 | \$ 479.00 | \$ - | \$ - | \$ - | \$ 435.00 | \$ 44.00 | \$ 479.00 |
| 7. Occupancy | \$ 19,361.00 | \$ 1,936.00 | \$ 21,297.00 | \$ - | \$ - | \$ - | \$ 19,361.00 | \$ 1,936.00 | \$ 21,297.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ 510,000.00 | \$ 51,000.00 | \$ 561,000.00 | \$ - | \$ - | \$ - | \$ 510,000.00 | \$ 51,000.00 | \$ 561,000.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 545,454.00 | \$ 54,546.00 | \$ 600,000.00 | \$ - | \$ - | \$ - | \$ 545,454.00 | \$ 54,546.00 | \$ 600,000.00 |

Indirect As A Percent of Direct

10.0%

Contractor Initials: 
Date: 10/21/19

New Hampshire Department of Health and Human Services

Contractor name BI-State Primary Care Association

Budget Request for: Facilitating Integrated Medication Assisted Treatment for Pregnant, Postpartum and Parenting Women
State Opioid Response Budget
Budget Period: SFY21 (July 1, 2020 - September 30, 2020)

| Line/Item | Total Program Cost | | | Contractor Share/Match | | | Funded by DHHHS/contract share | | |
|---|----------------------|---------------------|----------------------|------------------------|-------------|-------------|--------------------------------|---------------------|----------------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 23,180.00 | \$ 2,318.00 | \$ 25,498.00 | \$ - | \$ - | \$ - | \$ 23,180.00 | \$ 2,318.00 | \$ 25,498.00 |
| 2. Employee Benefits | \$ 3,477.00 | \$ 348.00 | \$ 3,825.00 | \$ - | \$ - | \$ - | \$ 3,477.00 | \$ 348.00 | \$ 3,825.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 593.00 | \$ 59.00 | \$ 652.00 | \$ - | \$ - | \$ - | \$ 593.00 | \$ 59.00 | \$ 652.00 |
| 6. Travel | \$ 435.00 | \$ 44.00 | \$ 479.00 | \$ - | \$ - | \$ - | \$ 435.00 | \$ 44.00 | \$ 479.00 |
| 7. Occupancy | \$ 10,042.00 | \$ 1,004.00 | \$ 11,046.00 | \$ - | \$ - | \$ - | \$ 10,042.00 | \$ 1,004.00 | \$ 11,046.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ 235,000.00 | \$ 23,500.00 | \$ 258,500.00 | \$ - | \$ - | \$ - | \$ 235,000.00 | \$ 23,500.00 | \$ 258,500.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 272,727.00 | \$ 27,273.00 | \$ 300,000.00 | \$ - | \$ - | \$ - | \$ 272,727.00 | \$ 27,273.00 | \$ 300,000.00 |

Indirect As A Percent of Direct

10.0%

Contractor Initials *SF*
Date *10/21/19*



SPECIAL PROVISIONS

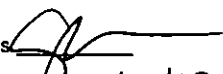
Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and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

Exhibit C – Special Provisions

Contractor Initials

Date


Date 10/21/19



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

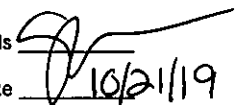


- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. Contract Definitions:

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.


10/21/19



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

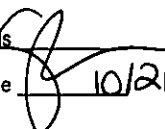
10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing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

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.


10/21/19



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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


ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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


10/21/19

New Hampshire Department of Health and Human Services
Exhibit D



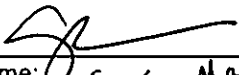
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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


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

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

Vendor Name:

10/21/19
Date


Name: Georgia Mahanas
Title: VP, Policy and Strategy

Vendor Initials 
Date 10/21/19



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

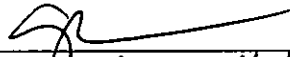
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Vendor Name:

10/21/19
Date


Name: George A. Maheras
Title: VP, Policy and Strategy



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

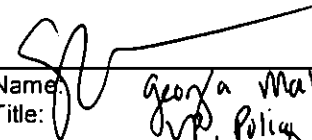
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

Vendor Name:

10/2/19
Date


Name: Georgia Mahoney
Title: VP, Policy and Strategy

Vendor Initials 
Date 10/2/19



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

The Vendor 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:

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

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

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

Exhibit G

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

Vendor Initials

10/21/19

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

10/21/19
Date



Name: Georgia Makara
Title: VP, Policy and Strategy

Exhibit G

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

Vendor Initials

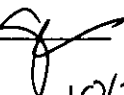

Date 10/21/19



Exhibit I

**HEALTH INSURANCE PORTABILITY
ACT BUSINESS ASSOCIATE
AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.

A handwritten signature in black ink, appearing to be 'SJR'.

10/2/19



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

[Handwritten Signature]
10/21/19



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

A handwritten signature in black ink, appearing to be "J. [unclear]".



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.



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

10/21/19
Date

Bi-State Primary Care Assn, Inc.
Name of the Vendor

[Signature]
Signature of Authorized Representative

Georgia Maheras
Name of Authorized Representative

W. Policy and Strategy
Title of Authorized Representative

10/21/19
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 Vendor 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 Vendor 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.

Vendor Name:

10/21/19
Date

[Signature]
Name: Georgia Makeras
Title: VP, Policy and Strategy



FORM A

As the Vendor 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: 939836698
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: _____ |

[Signature]
10/21/19



A. Definitions

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

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

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

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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

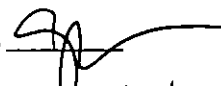


request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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


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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


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

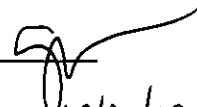
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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


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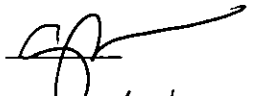
New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



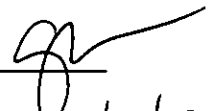
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events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


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

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


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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

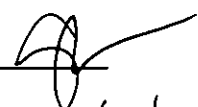
Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until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

V. LOSS REPORTING

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

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

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


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

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

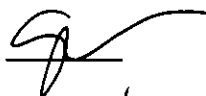
VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov


10/24/19

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 BI-STATE PRIMARY CARE ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 31, 1986. 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: 86710

Certificate Number : 0004558281



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of July A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of BI-STATE PRIMARY CARE ASSOCIATION
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on OCTOBER 21, 2019, at which a quorum of the Directors/shareholders were present and voting.
(Date)

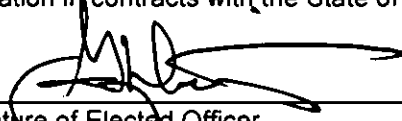
VOTED: That GEORGIA MEMORAS-UP POLICY STRATEGY (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of BI-STATE PRIMARY CARE ASSOCIATION to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10-21-19

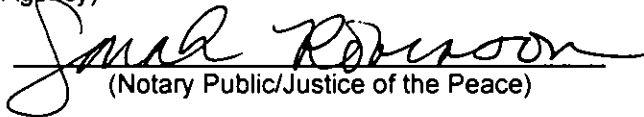

Signature of Elected Officer
Name: GREG WHITE
Title: COO, CHIMPKEY HEALTH CARE

STATE OF NEW HAMPSHIRE

County of MERRIMACK

The foregoing instrument was acknowledged before me this 21st day of OCTOBER 20 19.

By GREG WHITE
(Name of Elected Clerk/Secretary/Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 1/23/2024



BISTATE-01

JTHAMM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2019

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

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


| | | | |
|--|--|--|-------------------------------|
| PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103 | CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855 | | FAX (A/C, No): (603) 622-2854 |
| | E-MAIL ADDRESS: jthamm@clarkinsurance.com | | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A: Citizens Ins Co of America | | | 31534 |
| INSURER B: Hanover American | | | 36064 |
| INSURER C: RSUI Indemnity Company | | | |
| INSURER D: | | | |
| INSURER E: | | | |
| INSURER F: | | | |

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

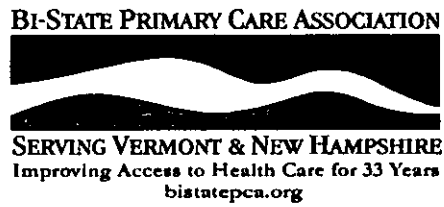
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE | ADOL 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: | | | OBVA340840 | 7/1/2019 | 7/1/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | OBVA340840 | 7/1/2019 | 7/1/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | OBVA340840 | 7/1/2019 | 7/1/2020 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WKVA340821 | 7/1/2019 | 7/1/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Prof Liability | | | LHR768745 | 3/28/2019 | 3/28/2020 | Per Claim \$ 1,000,000 |
| C | Prof Liability | | | LHR768745 | 3/28/2019 | 3/28/2020 | Aggregate \$ 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder shall receive 30 days written notice of cancellation of the above referenced General Liability policy for any reason other than nonpayment of premium. Such notice of cancellation is solely for the purpose of informing the certificate holder of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

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

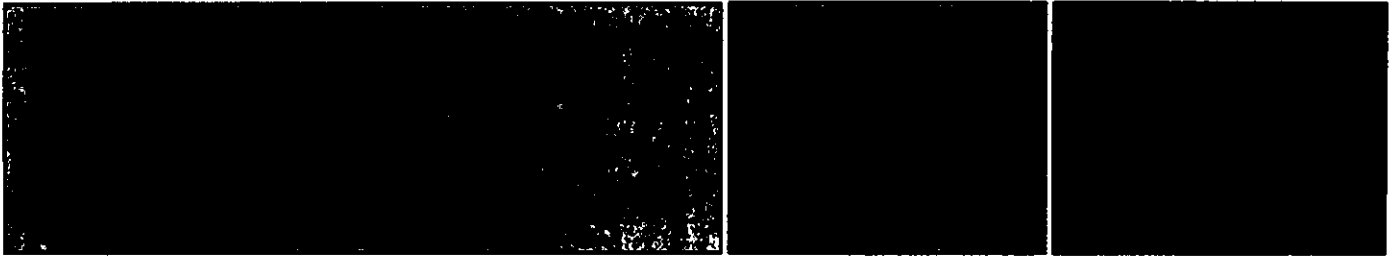
525 Clinton Street
Bow, NH 03304
Voice: 603-228-2830
Fax: 603-228-2464



61 Elm Street
Montpelier, VT 05602
Voice: 802-229-0002
Fax: 802-223-2336

MISSION STATEMENT

Promote access to effective and affordable primary care and preventive services for all, with special emphasis on underserved populations in Vermont and New Hampshire.



BI-STATE PRIMARY CARE ASSOCIATION



SERVING VERMONT & NEW HAMPSHIRE

CONSOLIDATED FINANCIAL STATEMENTS

and

**REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS AND UNIFORM GUIDANCE**

June 30, 2019 and 2018

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Bi-State Primary Care Association, Inc. and Subsidiary

Report on Financial Statements

We have audited the accompanying consolidated financial statements of Bi-State Primary Care Association, Inc. and Subsidiary, which comprise the consolidated balance sheets as of June 30, 2019 and 2018, and the related consolidated statements of operations and changes in net assets 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 U.S. generally accepted accounting principles; 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 U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller 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 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.

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 Bi-State Primary Care Association, Inc. and Subsidiary as of June 30, 2019 and 2018, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2019 Bi-State Primary Care Association, Inc. and Subsidiary adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*. Our opinion is not modified with respect to this matter.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the 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 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the 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 September 19, 2019 on our consideration of Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely 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 effectiveness of Bi-State Primary Care Association, Inc. and Subsidiary's 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 Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and compliance.

Berry Duann McNeil & Parker, LLC

Portland, Maine
September 19, 2019

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Balance Sheets

June 30, 2019 and 2018

ASSETS

| | <u>2019</u> | <u>2018</u> |
|------------------------------|---------------------|---------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 1,818,166 | \$ 1,633,426 |
| Grants and other receivables | 750,834 | 621,791 |
| Prepaid expenses | <u>43,528</u> | <u>51,425</u> |
| Total current assets | 2,612,528 | 2,306,642 |
| Investments | 450,410 | 115,705 |
| Other assets | 186,975 | 218,454 |
| Property and equipment, net | <u>299,013</u> | <u>326,393</u> |
| Total assets | <u>\$ 3,548,926</u> | <u>\$ 2,967,194</u> |

LIABILITIES AND NET ASSETS

| | | |
|--|---------------------|---------------------|
| Current liabilities | | |
| Accounts payable and accrued expenses | \$ 421,251 | \$ 305,736 |
| Accrued salaries and related liabilities | 183,189 | 177,070 |
| Deferred revenue | <u>88,406</u> | <u>114,193</u> |
| Total current liabilities | 692,846 | 596,999 |
| Deferred compensation payable | <u>167,874</u> | <u>131,337</u> |
| Total liabilities | 860,720 | 728,336 |
| Net assets | | |
| Without donor restrictions | <u>2,688,206</u> | <u>2,238,858</u> |
| Total liabilities and net assets | <u>\$ 3,548,926</u> | <u>\$ 2,967,194</u> |

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Statements of Operations and Changes in Net Assets

Years Ended June 30, 2019 and 2018

| | <u>2019</u> | <u>2018</u> |
|--|---------------------|---------------------|
| Operating revenue | | |
| Grant revenue | \$ 3,878,925 | \$ 4,057,392 |
| Dues income | 344,627 | 334,963 |
| Other revenue | <u>428,574</u> | <u>399,597</u> |
| Total operating revenue | <u>4,652,126</u> | <u>4,791,952</u> |
| Expenses | | |
| Salaries and benefits | 2,463,560 | 2,632,572 |
| Other operating expenses | 1,691,810 | 1,957,406 |
| Depreciation | <u>27,380</u> | <u>26,715</u> |
| Total expenses | <u>4,182,750</u> | <u>4,616,693</u> |
| Operating income | <u>469,376</u> | <u>175,259</u> |
| Other revenue and (losses) | | |
| Equity in net loss of limited liability companies | (26,153) | (27,152) |
| Investment income | <u>5,485</u> | <u>5,610</u> |
| Total other revenue and (losses) | <u>(20,668)</u> | <u>(21,542)</u> |
| Excess of revenue over expenses | 448,708 | 153,717 |
| Change in unrealized gain on investments | <u>640</u> | <u>301</u> |
| Increase in net assets without donor restrictions | 449,348 | 154,018 |
| Net assets without donor restrictions, beginning of year | <u>2,238,858</u> | <u>2,084,840</u> |
| Net assets without donor restrictions, end of year | <u>\$ 2,688,206</u> | <u>\$ 2,238,858</u> |

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years Ended June 30, 2019 and 2018

| | <u>2019</u> | <u>2018</u> |
|--|---------------------|---------------------|
| Cash flows from operating activities | | |
| Change in net assets without donor restrictions | \$ 449,348 | \$ 154,018 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities | | |
| Depreciation | 27,380 | 26,715 |
| Equity in net loss of limited liability companies | 26,153 | 27,152 |
| Change in unrealized gain on investments | (640) | (301) |
| (Increase) decrease in the following assets: | | |
| Grants and other receivables | (129,043) | (46,082) |
| Prepaid expenses | 7,897 | (9,668) |
| Increase (decrease) in the following liabilities: | | |
| Accounts payable and accrued expenses | 115,514 | (4,729) |
| Accrued salaries and related liabilities | 6,119 | 2,423 |
| Deferred revenue | <u>(25,787)</u> | <u>(22,715)</u> |
| Net cash provided by operating activities | 476,941 | 126,813 |
| Cash flows from investing activities | | |
| Proceeds from sale of investments | 118,272 | - |
| Purchase of investments | (452,336) | (4,364) |
| Final distribution from limited liability companies | <u>41,863</u> | <u>-</u> |
| Net cash used by investing activities | <u>(292,201)</u> | <u>(4,364)</u> |
| Net increase in cash and cash equivalents | 184,740 | 122,449 |
| Cash and cash equivalents, beginning of year | <u>1,633,426</u> | <u>1,510,977</u> |
| Cash and cash equivalents, end of year | \$ <u>1,818,166</u> | \$ <u>1,633,426</u> |
| Supplemental disclosures of non-cash flow information | | |
| Change in deferred compensation investments | \$ <u>36,537</u> | \$ <u>36,073</u> |

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Organization

Bi-State Primary Care Association, Inc. (BSPCA) is a not-for-profit corporation organized in New Hampshire. The Association's mission is to foster the delivery of primary and preventive health services with special emphasis on the medically underserved, and its vision is to promote healthcare access for all.

Subsidiary

Center for Primary Health Care Solutions, LLC (CPHCS) is a limited liability company formed pursuant to the New Hampshire Limited Liability Company Act. CPHCS's primary purpose is to provide healthcare industry services and other industry-related consulting services. BSPCA is the sole member of CPHCS.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of BSPCA and its subsidiary, CPHCS (collectively, the Association). All significant intercompany balances and transactions have been eliminated in consolidation.

Basis of Presentation

The financial statements of the Association have been prepared in accordance with U.S. generally accepted accounting principles (GAAP), which require Association to report information in the financial statements according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Association or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets. The Association has received no funds with donor restrictions.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

BSPCA is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the entity is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. CPHCS is a limited liability company; however, for federal tax purposes, it is considered to be a disregarded entity and, as such, CPHCS's income, expenses, losses, gains, deductions and credits are reported on BSPCA's information return. Management believes the services provided by CPHCS are consistent with BSPCA's tax-exempt purpose and its revenue does not constitute unrelated business income.

Management has evaluated BSPCA's tax positions and concluded that there are no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and money market accounts.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible. Grant revenue is recognized as revenue when expenditures are incurred. Grants whose restrictions are met within the same year as recognized are reported as grant revenue in the accompanying consolidated financial statements.

Investments and Investment Income

Investments in equity securities with readily-determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheets. Investment income or loss (including realized gains and losses on investments, interest, and dividends) is included in the excess of revenues over expenses unless the income or loss is restricted by donor or law. Unrealized gains and losses on investments are excluded from the excess of revenue over expenses.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Investments are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets and consolidated statements of operations and changes in net assets.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method.

Deferred Revenue

Deferred revenue represents unearned grants or contracts received in advance of expenditure.

Excess of Revenue over Expenses

The consolidated statements of operations include the excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities.

Recently Adopted Accounting Pronouncements

In August 2016, Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance simplified and clarified gifts to acquire property, plant, and equipment and added new disclosures which highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The Association has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented and had no impact on the Association's net assets, results of operations and cash flows for the years June 30, 2019 and 2018.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 19, 2019, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

2. Availability and Liquidity of Financial Assets

The Association regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Association considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Association operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures.

The Association had working capital of \$1,919,682 and \$1,709,643 at June 30, 2019 and 2018, respectively. The Association had average days cash and cash equivalents, less deferred revenue, on hand of 150 and 120 at June 30, 2019 and 2018, respectively.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and capital acquisitions not financed with debt, were as follows as of June 30:

| | <u>2019</u> | <u>2018</u> |
|---|---------------------|---------------------|
| Cash and cash equivalents | \$ 1,818,166 | \$ 1,633,426 |
| Investments | 450,410 | 115,705 |
| Grants and other receivables | <u>750,834</u> | <u>621,791</u> |
| Financial assets available to meet general expenditures within one year | <u>\$ 3,019,410</u> | <u>\$ 2,370,922</u> |

The Association has an available \$350,000 line of credit as described in Note 8.

The Association manages its cash available to meet general expenditures following three guiding principles:

- Operating within a prudent range of financial soundness and stability;
- Maintaining an average days cash on hand of 90 to 180 days; and
- Maintaining sufficient reserves to provide reasonable assurance that long-term commitments and obligations will continue to be met, ensuring the sustainability of the Association.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

3. Grants and Other Receivables and Deferred Revenue

The Association provides services to promote healthcare access through numerous federal, state and private grants. The Association has the following relating to grant and member services activity:

| | <u>2019</u> | <u>2018</u> |
|---|--------------------|--------------------|
| Grant and member services billed and not received | \$ 599,461 | \$ 545,436 |
| Grant appropriations not billed | 3,189,144 | 4,606,930 |
| Grant deferred revenue not earned | <u>(3,037,771)</u> | <u>(4,530,575)</u> |
| Grants and other receivables | <u>\$ 750,834</u> | <u>\$ 621,791</u> |

The Association received advance payments on certain grants with an unearned balance of \$88,406 and \$114,193 at June 30, 2019 and 2018, respectively.

4. Investments

FASB Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants, and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

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

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

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

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

The fair market value of the Association's investments are measured on a recurring basis. The following table sets forth the Association's assets by level within the fair value hierarchy:

| | <u>June 30, 2019</u> | | | |
|---------------------------|----------------------|-------------------|----------------|-------------------|
| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
| Cash and cash equivalents | \$ 623 | \$ - | \$ - | \$ 623 |
| U.S. Treasury Bills | <u>-</u> | <u>449,787</u> | <u>-</u> | <u>449,787</u> |
| Total | <u>\$ 623</u> | <u>\$ 449,787</u> | <u>\$ -</u> | <u>\$ 450,410</u> |

| | <u>June 30, 2018</u> | | | |
|--------------|----------------------|----------------|----------------|-------------------|
| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
| Mutual funds | <u>\$ 115,705</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 115,705</u> |

U.S. Treasury Bills are valued based on quoted market prices of similar assets.

5. Investment in Limited Liability Companies

Community Health Accountable Care, LLC (CHAC)

The Association was one of nine members of this entity. The Association's investment in CHAC was reported on the equity method due to the Association's ability to exercise significant influence over operating and financial policies. During the 2019 fiscal year, CHAC was terminated due to changes in the regulatory environment in Vermont. The Association had no investment in CHAC at June 30, 2019. The Association's investment in CHAC amounted to \$64,527 at June 30, 2018. The investment in CHAC is included in other assets on the balance sheet.

The Association provided management and administrative services to CHAC amounting to \$22,701 and \$167,966 during 2019 and 2018, respectively, which is reported in other revenue in the consolidated statement of operations and changes in net assets.

There was no amount due to the Association from CHAC at June 30, 2019. \$36,054 was due to the Association from CHAC for management and administrative services as of June 30, 2018. The balance is reported in grants and other receivables.

Primary Health Care Partners, LLC (PHCP)

The Association is one of eight partners who have each made a capital contribution of \$500. The Association's investment in PHCP is reported using the equity method due to the Association's ability to exercise significant influence over operating and financial policies. The Association's investment in PHCP amounted to \$19,101 and \$22,590 at June 30, 2019 and 2018, respectively. The investment in PHCP is included in other assets on the balance sheet.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

The Association provided management and administrative services to PHCP amounting to \$114,093 and \$55,818 for the years ended June 30, 2019 and 2018, respectively, which is reported in other revenue in the statement of operations and changes in net assets.

Amounts due to the Association from PHCP for management and administrative services amounted to \$33,059 and \$53,293 as of June 30, 2019 and 2018, respectively. The balance is reported in grants and other receivables.

6. Property and Equipment

Property and equipment consist of the following:

| | <u>2019</u> | <u>2018</u> |
|-----------------------------------|-----------------------|-----------------------|
| Land | \$ 50,000 | \$ 50,000 |
| Buildings and improvements | 430,136 | 430,136 |
| Furniture and equipment | <u>38,194</u> | <u>38,194</u> |
| Total cost | 518,330 | 518,330 |
| Less accumulated depreciation | <u>219,317</u> | <u>191,937</u> |
| Property and equipment, net | <u>\$ 299,013</u> | <u>\$ 326,393</u> |

7. Functional Expenses

The Association provides various services to residents within its geographic location. As the Association is a service organization, expenses are allocated between program services and administrative support based on the percentage of program wages to total wages, with the exception of grant pass-through expenses and subcontractors for program services which are 100% program in nature. Expenses related to providing these services are as follows for the years ended June 30:

| | <u>Program Services</u> | <u>General and Administrative</u> | <u>Total</u> |
|-------------------------------------|-----------------------------|---------------------------------------|-------------------------|
| 2019: | | | |
| Salaries and benefits | \$ 1,638,959 | \$ 824,601 | \$ 2,463,560 |
| Other operating expenses | | | |
| Subrecipient grant pass through | 721,304 | - | 721,304 |
| Subcontractors for program services | 397,093 | - | 397,093 |
| Other contracted services | 36,672 | 18,500 | 55,172 |
| Occupancy | 60,695 | 30,620 | 91,315 |
| Other | 283,769 | 143,157 | 426,926 |
| Depreciation | <u>18,199</u> | <u>9,181</u> | <u>27,380</u> |
| Total | <u>\$ 3,156,691</u> | <u>\$ 1,026,059</u> | <u>\$ 4,182,750</u> |

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

| | <u>Program Services</u> | <u>General and Administrative</u> | <u>Total</u> |
|-------------------------------------|-----------------------------|---------------------------------------|---------------------|
| 2018: | | | |
| Salaries and benefits | \$ 1,842,691 | \$ 789,881 | \$ 2,632,572 |
| Other operating expenses | | | |
| Subrecipient grant pass through | 468,896 | - | 468,896 |
| Subcontractors for program services | 903,058 | - | 903,058 |
| Other contracted services | 49,023 | 20,917 | 69,940 |
| Occupancy | 71,386 | 30,458 | 101,844 |
| Other | 289,954 | 123,714 | 413,668 |
| Depreciation | <u>18,725</u> | <u>7,990</u> | <u>26,715</u> |
| Total | <u>\$ 3,643,733</u> | <u>\$ 972,960</u> | <u>\$ 4,616,693</u> |

8. Line of Credit

The Association has a \$350,000 unsecured revolving line of credit with a local bank payable on demand. The interest rate on the line of credit is Prime plus 1% with a 5% floor (6.50% at June 30, 2019). There was no outstanding balance on the line of credit at June 30, 2019 and 2018. The line of credit was not utilized at any time during the years ended June 30, 2019 and 2018.

9. Concentrations of Risk

The Association has cash deposits in a major financial institution which exceeds federal depository insurance limits. Because business needs frequently require funds in excess of the Federal Deposit Insurance Corporation (FDIC) insured amount of \$250,000, all funds in the Merrimack County Savings Bank checking account are subject to a nightly sweep, which consists of high-yield savings accounts in other FDIC insured institutions with no individual institution exceeding FDIC limits. This strategy is endorsed by the American Banking Association. The bank provides monthly reporting.

10. Retirement Plans

The Association offers a defined contribution plan to eligible employees. The Association's contributions to the plan for the years ended June 30, 2019 and 2018 amounted to \$84,903 and \$92,744, respectively.

The Organization has established a deferred compensation plan for eligible employees in accordance with Section 457(b) of the Internal Revenue Code. The fair value of the assets and related liabilities for employee contributions to the plan are reflected in the consolidated balance sheet as deferred compensation investments and deferred compensation payable, respectively.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

11. Commitments

The Association leases various equipment and facilities under operating leases expiring at various dates through December 31, 2019. Total rental expense in 2019 and 2018 for all operating leases was approximately \$43,646 and \$56,030, respectively. The future minimum lease payments under the operating lease for the calendar year 2020 amounts to \$29,862.

12. Related Party Transactions

The Association's Board of Directors is composed of senior officials of organizations who are members of the Association. The following is a schedule of services provided to and (by) these organizations.

| | <u>2019</u> | | <u>2018</u> |
|---------------------------------|-------------|----|-------------|
| Members' dues | \$ 189,095 | \$ | 174,778 |
| Purchased services | 97,702 | | 35,432 |
| Grant subcontractors | (76,930) | | (258,183) |
| Grant subrecipient pass-through | (285,295) | | (107,066) |

SUPPLEMENTARY INFORMATION

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2019

| <u>Federal Grant/Pass-Through Grantor/Program Title</u> | <u>Federal CFDA Number</u> | <u>Pass-Through Contract Number</u> | <u>Total Federal Expenditures</u> | <u>Amount Passed Through to Sub-recipients</u> |
|--|------------------------------------|---|---|--|
| <u>United States Department of Health and Human Services:</u> | | | | |
| <u>Direct:</u> | | | | |
| Technical and Non-Financial Assistance to Health Centers | 93.129 | | \$ 1,553,360 | \$ - |
| Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Marketplaces | 93.332 | | 81,131 | 51,441 |
| Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program | 93.912 | | 298,895 | 168,770 |
| <u>Passthrough:</u> | | | | |
| <u>Community Health Access Network</u> | | | | |
| Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program | 93.912 | n/a | 3,268 | - |
| Total CFDA 93.912 | | | 302,163 | 168,770 |
| <u>State of New Hampshire Department of Health and Human Services</u> | | | | |
| Grants to States to Support Oral Health Workforce Activities | 93.236 | 102-5000731-90080500 | 456,310 | 357,666 |
| <u>State of Vermont Department of Health</u> | | | | |
| Grants to States to Support Oral Health Workforce Activities | 93.236 | 03420-7210S | 210,068 | 143,427 |
| Total CFDA 93.236 | | | 666,378 | 501,093 |
| <u>Medicaid Cluster</u> | | | | |
| <u>State of New Hampshire Department of Health and Human Services</u> | | | | |
| Medical Assistance Program | 93.778 | 102-5000731-47000144 | 41,756 | - |
| Medical Assistance Program | 93.778 | 102-5000731-90073000 | 65,710 | - |
| Total Medicaid Cluster | | | 107,466 | - |
| <u>State of New Hampshire Department of Health and Human Services</u> | | | | |
| Maternal and Child Health Services Block Grant to the States | 93.994 | 102-5000731-90004009 | 24,599 | - |
| <u>State of Vermont Department of Health</u> | | | | |
| Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations | 93.898 | 03420-7208S | 25,844 | - |
| <u>Health Center Program Cluster</u> | | | | |
| <u>Community Health Access Network</u> | | | | |
| Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program | 93.527 | n/a | 340,386 | - |
| Total Expenditure of Federal Awards, All Programs | | | \$ 3,101,327 | \$ 721,304 |

The accompanying notes are an integral part of this schedule.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies

Expenditures reported on the schedule of expenditures of federal awards (the Schedule) are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

2. De Minimis Indirect Cost Rate

Bi-State Primary Care Association, Inc. and Subsidiary (the Association) has elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

3. Basis of Presentation

The Schedule includes the federal grant activity of the Association. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance. Because the Schedule presents only a selected portion of the operations of the Association, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Association.



**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**

Board of Directors
Bi-State Primary Care Association, Inc. and Subsidiary

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Bi-State Primary Care Association, Inc. and Subsidiary, which comprise the consolidated balance sheet as of June 30, 2019, and the related consolidated statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated September 19, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting (internal control) to determine the auditing 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 Bi-State Primary Care Association, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of Bi-State Primary Care Association, Inc. and Subsidiary'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 combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's consolidated 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.

Board of Directors
Bi-State Primary Care Association, Inc. and Subsidiary

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Bi-State Primary Care Association, Inc. and Subsidiary's consolidated financial statements are free of material misstatement, we performed tests of their 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 Bi-State Primary Care Association, Inc. and Subsidiary's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bi-State Primary Care Association, Inc. and Subsidiary's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 19, 2019



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

Board of Directors
Bi-State Primary Care Association, Inc. and Subsidiary

Report on Compliance for the Major Federal Program

We have audited Bi-State Primary Care Association, 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 its major federal program for the year ended June 30, 2019. Bi-State Primary Care Association, 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 Bi-State Primary Care Association, Inc. and Subsidiary's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; 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 Bi-State Primary Care Association, 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 the major federal program. However, our audit does not provide a legal determination of Bi-State Primary Care Association, Inc. and Subsidiary's compliance.

Board of Directors
Bi-State Primary Care Association, Inc. and Subsidiary

Opinion on the Major Federal Program

In our opinion, Bi-State Primary Care Association, 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 its major federal program for the year ended June 30, 2019.

Report on Internal Control over Compliance

Management of Bi-State Primary Care Association, 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, we considered Bi-State Primary Care Association, Inc. and Subsidiary's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the 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 Bi-State Primary Care Association, 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.

Berry Duann McNeil & Parker, LLC

Portland, Maine
September 19, 2019

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Findings and Questioned Costs

Year Ended June 30, 2019

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

Yes No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?

Yes None reported

Noncompliance material to financial statements noted?

Yes No

Federal Awards

Internal control over major programs:

Material weakness(es) identified?

Yes No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?

Yes None reported

Type of auditor's report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 510(a) of Uniform Guidance?

Yes No

Identification of major programs:

CFDA Number

Name of Federal Program or Cluster

93.129

Technical and Non-Financial Assistance to Health Centers

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee?

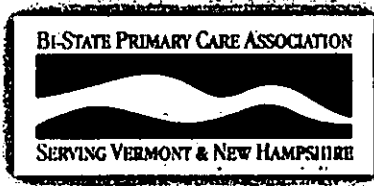
Yes No

2. Financial Statement Findings

None

3. Federal Award Findings and Questioned Costs

None



BI-STATE PRIMARY CARE ASSOCIATION FY20 Board of Directors (July 2019 – June 2020)

Board Chair:

Martha Halnon, CPC, CAPP, CMPE
Chief Executive Officer
Mountain Health Center
74 Munsill Avenue, Suite 100
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Phone: (802) 453-5028
mhalnon@mountainhealthcenter.com

Board Vice Chair:

Gregory White, CPA, CHFP
Chief Executive Officer
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Board Immediate Past Chair:

Janet Laatsch, BSN, MBA
Chief Executive Officer
Goodwin Community Health
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Phone: (603) 516-2550
jlaatsch@goodwinch.org

Board Secretary:

Dan Bennett
Chief Executive Officer
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Phone: (802) 728-2304
dbennett@giffordmed.org

Board Treasurer:

Edward Shanshala, II, MSHSA, MSEd
Executive Director/Chief Executive Officer
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Pamela Parsons

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Kris McCracken

President/CEO
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Gail Auclair, MSM, BSN, RN

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gauclair@littlerivers.org

BI-STATE PRIMARY CARE ASSOCIATION
FY20 Board of Directors (July 2019 – June 2020)
Page 2

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President/CEO
Community Health Services of Lamoille Valley
65 Northgate Plaza
Suite 11, Morrisville, VT 05661
Phone: (802) 888-0900
smccray@chslv.org

Kenneth Gordon
Chief Executive Officer
Coos County Family Health Services
54 Willow St.,
Berlin, NH 03570
Phone: (603) 752-3669
kgordon@ccfhs.org

FY19 Bi-State Board of Directors Committee Chairs:
(Note: FY20 Chairs to be assigned summer 2019)

- Executive Committee: Janet Laatsch
- Finance and Audit Committee: Ed Shanshala
- National Government Relations Committee: Janet Laatsch
- NH Government Relations Committee: Greg White
- Operations Committee: Rick Silverberg (Ken Gordon after December)
- Planning and Member Services Committee: Gail Auclair
- VT FQHC CEO Council: Gail Auclair
- VT Government Relations Committee: Gail Auclair

James A. Zibailo

525 Clinton Street
Bow, NH 03304

(603) 228-2830
jzibailo@bistatepca.org

OBJECTIVE:

To use my skill set and experience to improve access to cost-effective, quality care for the people of New Hampshire.

WORK EXPERIENCE:

Bi-State Primary Care Association

2010-Present
Bow, NH

Director, New Hampshire Community Health Systems

2016-Present

Responsible for leading state and regional business initiatives to improve access to cost-effective, quality care for the people of New Hampshire.

- Provided day-to-day management of an seven member Management Services Organization (MSO) focused on state and federal payment reform initiatives, including value-based payment
- Negotiated and implemented value-based payment agreements with New Hampshire health plans
- Developed and implemented strategies for integration of health care service delivery
- Managed and worked with multiple consultants/contractors to provide financial technical assistance to Bi-State members (including an annual financial analysis of the Federally Qualified Health Centers)
- Fostered collaborative relationships with the State of New Hampshire, the health plans operating in New Hampshire, the FQHCs, and other partner DHHS organizations

Community Development and Financial Services Coordinator

2010-2016

Responsible for supporting statewide and community-based primary health care initiatives and for providing financial technical assistance to Bi-State members to: 1) Increase access to health care for the low income and uninsured; 2) Maintain and strengthen the financial sustainability of New Hampshire's community health centers; and 3) Improve the quality of care

- Provided technical assistance to community organizations to develop or enhance primary care delivery sites
- Conducted educational sessions and provided guidance on HRSA requirements and policies
- Completed the NH Statewide Strategic Plan to assess unmet health care needs in the state
- Facilitated discussions with the New Hampshire Medicaid office to develop an Alternative Payment Methodology for Medicaid reimbursement to health centers
- Coordinated the review of managed care and commercial insurance contracts on behalf of Bi-State members to reduce use of health center resources and strengthen agreements
- Supported the NH Director of Public Policy in efforts to sustain and increase health center funding

The Beacon Group

2006-2009
Portland, ME

The Beacon Group is a strategy consulting firm focused on supporting a select group of Fortune 500 clients as they build strategies and tactics to win in their marketplaces.

Director of Operations

2008- 2009

James A. Zibailo

Responsible for creating, sustaining and improving the support infrastructure necessary for day-to-day operations of the firm including HR, IT, and Facilities

- Worked with firm leadership to develop and execute hiring plan
 - *Developed more formalized HR process for hiring*
- Developed and executed training program for new employees
- Supervised all administrative staff
- Managed all facilities related issues within firm

Manager

2006- 2008

- Assisted in building Beacon's health care practice
- Performed the role of Project Manager/team leader, managing all aspects of client engagements
- Contributed to building long-term relationships and developing new business with existing clients
- Served as a mentor to junior firm members

Bi-State Primary Care Association

2004-2006

Program Manager - Community Development

Concord, NH

- Worked with Communities in early stages of community change
- Assisted in the development of new health care delivery sites in medically underserved areas
- Coordinated federal chronic health care quality improvement initiative in New Hampshire and Vermont
- Reviewed grants for the US Department of Health and Human Services, Bureau of Primary Health Care

The Beacon Group

2002-2003

Consultant

Portsmouth, NH

- Performed research and analysis on multiple projects across various industries and business functions
- Executed rigorous analyses of findings and assisted in the writing and presentation of project deliverables

New Hampshire Department of Health and Human Services

1998-2002

Health Planning Analyst/Research Associate

Concord, NH

- Supported the Office's health policy and planning functions through directed research and analysis
- Compiled and prepared raw data and statistical reports

EDUCATION:

University of Southern Maine, Muskie School of Public Service

Portland, ME

- Masters Degree - All but *Capstone Project* complete
- Program: Public Policy and Management
- Track of Study: Policy Analysis

University of New Hampshire

Durham, NH

- BS Degree, 1999
- Major: Health Management and Policy
- Focus on Public Health and Health Policy

ADDITIONAL SKILLS:

- Considerable knowledge of Excel, PowerPoint, Word and internet research
- Clear, concise writing and communication skills
- Film Production – writing, budgeting, hiring/casting, location scouting, directing, editing, and promotion

REFERENCES:

- Available upon request

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Bi-State Primary Care Association

Name of Program/Service: Facilitating Integrated Medication Assisted Treatment for Pregnant, Postpartum and Parenting Woman State Targeted Response Budget

| BUDGET PERIOD: | SFY20 (Upon Governor and Executive Council approval - April 30, 2020) | | |
|---|--|--|---|
| Name & Title Key Administrative Personnel | Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| James Zibailo, Director, NH Community Health Systems | \$91,284 | 23.54% | \$21,487.00 |
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| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$21,487.00 |

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Bi-State Primary Care Association

Name of Program/Service:

Facilitating Integrated Medication Assisted Treatment for Pregnant,
Postpartum and Parenting Women State Opioid Response Budget

| BUDGET PERIOD: | SFY20 (Upon Governor and Executive Council approval - June 30, 2020) | | |
|---|---|--|---|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| James Zibailo, Director, NH Community Health Systems | \$91,284 | 6.87% | \$6,267.00 |
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| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$6,267.00 |

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Bi-State Primary Care Association

Name of Program/Service: Facilitating Integrated Medication Assisted Treatment for Pregnant, Postpartum and Parenting Women State Opioid Response Budget

| BUDGET PERIOD: | SFY21 (July 1, 2020 - September 30, 2020) | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| James Zibailo, Director, NH Community Health Systems | \$95,848 | 10.63% | \$10,184.00 |
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| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$10,184.00 |