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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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November 6, 2020

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 **Retroactive, Sole Source** contract with North Country Health Consortium (VC#158557-B001), Littleton, NH in the amount of $123,869 for substance use disorder treatment and recovery support services, effective retroactive to October 1, 2020 upon Governor and Council approval through December 31, 2020. 78.181% Federal Funds. 9.138% General Funds. 12.681% Other Funds (Governor Commission Funds).

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-092-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Budget
2021	102-500731	Contracts for Prog Svc	92058501	$15,708
			Subtotal	**$15,708**

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Budget
2021	102-500731	Contracts for Prog Svc	92057501	$33,292
			Subtotal	**$33,292**

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, SOR GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Budget
2021	102-500731	Contracts for Prog Svc	TBD	$74,869
			Subtotal	***$74,869***
			TOTAL	***$123,869***

EXPLANATION

This request is **Retroactive** to avoid a gap in services. The Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring. The Department has already begun the solicitation process for services to ensure future contracts are in place before the expiration of existing ones. This request is **Sole Source** because the Department identified a vendor with the ability to continue treatment and recovery support services for individuals in the North Country, ensuring no lapse in program services.

The purpose of this request is to ensure continuation of substance use disorder treatment and recovery support services.

The Contractor offers an array of treatment services, including individual and group outpatient, intensive outpatient, transitional living, high and low intensity residential services, integrated medication assisted treatment and intensive case management. The Contractor will ensure that individuals with substance use disorder receive the appropriate level of treatment and have continued and/or expanded access to the necessary level of care, which increases individuals' ability to achieve and maintain recovery. The Department will monitor contracted services through monthly reporting to ensure:

- Services provided reduce the negative impacts of substance misuse.
- The Contractor is making continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) requirements.
- The Contractor is achieving initiation, engagement, and retention goals as detailed in the contract.

Should the Governor and Council not authorize this request individuals in need of services may not receive the treatment, tools and education that are needed to enhance and sustain the recovery that, in some cases, prevents untimely deaths.

Area served: Statewide

Source of Funds:

CFDA # 93.959 FAIN TI083041, CFDA # 97.788 FAIN TI083326

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-09)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage Street, Suite 23 Littleton, NH 03561	
1.5 Contractor Phone Number (603) 869-2210	1.6 Account Number 05-95-92-920510-33820000-102-500734 / 05-95-92-920510-33840000-102-500734 / 05-95-92-920510-70400000-102-500734	1.7 Completion Date December 31, 2020	1.8 Price Limitation $123,869
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Becky McEnany E904B4C7F8AB480... Date: 11/6/2020		1.12 Name and Title of Contractor Signatory Becky McEnany Interim CEO	
1.13 State Agency Signature DocuSigned by: Katja Fox ED8D05B04C834A2... Date: 11/6/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA8202E32C4AE...		On: 11/6/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials BM (OS)
Date 11/6/2020

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials BM (DS)

Date 11/6/2020

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Date 11/6/2020

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Contractor Initials

Date 11/6/2020

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2020 upon Governor and Executive Council approval.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name of establishment.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:

1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and

1.3.2. Have income below 400% Federal Poverty Level; and

1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and

1.3.4. Are determined positive for substance use disorder.

1.4. Clinical Services

1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

1.4.2. The Contractor shall ensure all clinical services:

1.4.2.1. Focus on the client's strengths;

1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;

1.4.2.3. Are client and family centered; and

1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:

1.4.3.1. Rules, policies, and procedures relative to programs and facilities;

1.4.3.2. Requirements for successfully completing the program;

1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;

1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.

1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:

1.4.4.1. The provision of information;

1.4.4.2. Risk assessment;

1.4.4.3. Intervention and risk reduction education; and

1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.

1.5. State Opioid Response (SOR) Grant Standards

1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:

1.5.3.1. Methadone.

1.5.3.2. Buprenorphine products, including:

1.5.3.2.1. Single-entity buprenorphine products;

1.5.3.2.2. Buprenorphine/naloxone tablets;

1.5.3.2.3. Buprenorphine/naloxone films; and

1.5.3.2.4. Buprenorphine/naloxone buccal preparations.

1.5.3.3. Long-acting injectable buprenorphine products.

1.5.3.4. Buprenorphine implants.

1.5.3.5. Injectable extended-release naltrexone.

1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.

1.6. Transition Plan

1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.

1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:

1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.

1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and

1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.

1.7. Resiliency and Recovery Oriented Systems of Care

1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:

1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.

1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN

projects that may be similar in nature or impact the same populations.

1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network

1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:

1.7.1.4.1. Ensuring timely admission of individuals to services.

1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.

1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.

1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.

1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.

1.7.3. The Contractor shall provide services that are trauma informed.

1.8. Substance Use Disorder Treatment Services

1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.

1.8.4. The Contractor shall provide Transitional Living Services according to an individualized treatment plan designed to support individuals as they transition back into the community. The Contractor shall ensure transitional living services include a minimum of three (3) hours of clinical services per week of which a minimum of one (1) hour is delivered by a Licensed Counselor or an unlicensed Counselor supervised by a Licensed Supervisor, with the remaining hours delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The Contractor shall ensure the maximum length of stay of six (6) months. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

1.8.5. The Contractor shall provide Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. The Contractor shall ensure low-intensity residential treatment services provide residential substance use disorder treatment services designed to support individuals who need this residential service. The Contractor shall provide low-intensity residential treatment to prepare individuals for becoming self-sufficient in the community. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

1.8.6. The Contractor shall provide High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. The Contactor shall provide residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

1.8.7. The Contractor shall provide Integrated Medication Assisted Treatment services through medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall:

1.8.7.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider as clinically appropriate.

1.8.7.2. Coordinate care and meet all requirements for the service provided.

1.8.7.3. Deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

1.8.7.4. Provide Integrated Medication Assisted Treatment only in coordination with providing individuals with the services in Paragraphs 1.8.1 through 1.8.6 above.

1.9. Recovery Support Services

1.9.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

1.9.2. The Contractor shall provide recovery support services in coordination with providing services in Paragraphs 1.8.1 through 1.8.6 to an individual, as follows:

1.9.2.1. Intensive Case Management

1.9.2.1.1. The Contractor shall provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment

1.10. Enrolling Individuals for Services

1.10.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall

document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.

1.10.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:

1.10.2.1. Ensure all attempts at contact are documented in the individual record or call log;

1.10.2.2. Assess individuals' income prior to admission using the WITS fee determination model;

1.10.2.3. Provide the client, the client's guardian, agent or personal representative , with a listing of all known applicable charges and identify what care and services are included in the charges; and

1.10.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record

1.10.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.

1.10.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.

1.10.5. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

1.10.6. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:

1.10.6.1. Prior to admission as a part of interim services or within three (3) business days following admission.

1.10.6.2. During treatment only when determined by a Licensed Counselor.

1.10.7. The Contractor shall either complete clinical evaluations in Paragraph 1.10.6, above before admission or Level of Care Assessments in Paragraph 1.10.3, above before admission along with a clinical evaluation in Paragraph 1.10.6, above after admission.

1.10.8. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:

1.10.8.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or

1.10.8.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:

1.10.8.2.1. A service with a lower Intensity ASAM Level of Care;

1.10.8.2.2. A service with the next available higher intensity ASAM Level of Care;

1.10.8.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

1.10.8.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.

1.10.9. The Contractor shall enroll eligible individuals for services in order of the priority described below:

1.10.9.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

1.10.9.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or

1.10.9.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the

referral. The Contractor shall ensure assistance includes:

1.10.9.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and

1.10.9.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):

1.10.9.1.2.2.1. 60-minute individual or group outpatient session per week;

1.10.9.1.2.2.2. Recovery support services, as needed by the individual; and

1.10.9.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.

1.10.9.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

1.10.9.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

1.10.9.4. Individuals with substance use and co-occurring mental health disorders.

1.10.9.5. Individuals with Opioid Use Disorders.

1.10.9.6. Veterans with substance use disorders

1.10.9.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

1.10.9.8. Individuals who require priority admission at the request of the Department.

1.10.10. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.

1.10.11. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.

1.10.12. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:

1.10.12.1. The Division for Children, Youth and Families (DCYF).

1.10.12.2. Probation and parole programs.

1.10.12.3. Doorways.

1.10.13. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

1.10.14. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.

1.10.15. The Contractor shall not deny services to an adolescent due to:

1.10.15.1. The parent's inability and/or unwillingness to pay the fee; or

1.10.15.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.

1.10.16. The Contractor shall provide services to eligible individuals who:

1.10.16.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;

1.10.16.2. Have co-occurring mental health disorders; and/or

1.10.16.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

1.10.17. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.

1.10.18. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:

1.10.18.1. Kitchens.

1.10.18.2. Group rooms.

1.10.18.3. Recreation rooms and/or areas.

1.11. Denial of Services

1.11.1. The Contractor shall ensure individuals who are denied services:

1.11.1.1. Are informed of the reason for denial; and

1.11.1.2. Receive assistance with identifying an accessing appropriate available treatment.

1.11.2. The Contractor shall not deny services to any individual solely because the individual:

1.11.2.1. Previously left treatment against the advice of staff;

1.11.2.2. Relapsed from an earlier treatment;

1.11.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

1.11.2.4. Has been diagnosed with a mental health disorder.

1.12. Waitlists

1.12.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.

1.12.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.

1.13. Assistance with Enrolling in Insurance Programs

1.13.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:

1.13.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

1.13.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record

1.14. Service Delivery Activities and Requirements

1.14.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:

1.14.1.1. All policies and procedures are reviewed and revised, as necessary.

1.14.1.2. All staff providing services receive training on policies and procedures currently in place.

1.14.1.3. Maintenance of specific policies that include, but are not limited to:

1.14.1.3.1. Client rights, grievance and appeals policies and procedures.

1.14.1.3.2. Progressive discipline, leading to administrative discharge.

1.14.1.3.3. Reporting and appealing staff grievances.

1.14.1.3.4. Policies on client alcohol and other drug use while in treatment.

1.14.1.3.5. Policies on client and employee smoking.

1.14.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.

1.14.1.3.7. Policies and procedures for holding a client's possessions.

1.14.1.3.8. Secure storage of staff medications.

1.14.1.3.9. A client medication policy.

1.14.1.3.10. Urine specimen collection, as applicable, that:

1.14.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and

1.14.1.3.10.2. Minimize falsification.

1.14.1.3.11. Safety and emergency procedures on:

1.14.1.3.11.1. Medical emergencies;

1.14.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

1.14.1.3.11.3. Reporting employee injuries;

1.14.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;

1.14.1.3.11.5. Emergency closings; and

1.14.1.3.11.6. Posting of the above safety and emergency procedures.

1.14.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).

1.14.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.

1.14.1.3.14. Procedures related to quality assurance and quality improvement.

1.14.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:

1.14.2.1. During initial contact.

1.14.2.2. During screening.

1.14.2.3. At intake.

1.14.2.4. During admission.

1.14.2.5. During on-going treatment services.

1.14.2.6. At discharge.

1.14.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:

1.14.3.1. During initial contact.

1.14.3.2. During screening.

1.14.3.3. At intake.

1.14.3.4. During admission.

1.14.3.5. During on-going treatment services.

1.14.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:

1.14.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;

1.14.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;

1.14.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and

1.14.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.

1.14.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:

1.14.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:

1.14.5.1.1. Specific with clearly defined action steps;

1.14.5.1.2. Measurable with clear criteria for progress and completion;

1.14.5.1.3. Attainable and within the individual's ability to achieve;

1.14.5.1.4. Realistic while ensuring the resources are available to the individual; and

1.14.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;

1.14.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;

1.14.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4)

weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:

1.14.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;

1.14.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;

1.14.5.3.3. The counselor's assessment of whether the individual needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment; and

1.14.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

1.14.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.

1.14.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:

1.14.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;

1.14.6.2. Ensure providers include, but are not limited to:

1.14.6.2.1. A primary care provider, as appropriate.

1.14.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.

1.14.6.2.3. Medication assisted treatment provider, as appropriate.

1.14.6.2.4. Peer recovery support provider, as appropriate.

1.14.6.3. Coordinate with local recovery community organizations, if available, in order to:

1.14.6.3.1. Bring peer recovery support providers into the treatment setting;

1.14.6.3.2. Meet with individuals to describe available services; and

1.14.6.3.3. Engage individuals in peer recovery support services as applicable.

1.14.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.

1.14.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:

1.14.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.

1.14.6.5.2. Probation and/or parole programs, as applicable

1.14.6.5.3. The Doorways, as applicable.

1.14.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.

1.14.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:

1.14.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.

1.14.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:

1.14.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or

1.14.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The

Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or

1.14.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.

1.14.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

1.14.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.14.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.14.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity

due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

1.14.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

1.14.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.

1.14.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:

1.14.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center;

1.14.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or

1.14.8.3. Ensuring services are based on a theoretical perspective that has validated research.

1.14.9. The Contractor shall deliver services in this Contract in accordance with:

1.14.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013).

1.14.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs).

1.14.9.3. The SAMHSA Technical Assistance Publications (TAPs).

1.15. Individual and Group Education

1.15.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:

1.15.1.1. Hepatitis C Virus (HCV).

1.15.1.2. Human Immunodeficiency Virus (HIV).

1.15.1.3. Sexually Transmitted Diseases (STD).

1.15.1.4. Tobacco Treatment Tools that include:

1.15.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;

1.15.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

1.15.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDs program, for individuals identified as at risk of or with HIV/AIDS.

1.16. Medication Services

1.16.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.

1.16.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:

1.16.2.1. The client's name;

1.16.2.2. The medication name and strength;

1.16.2.3. The prescribed dose;

1.16.2.4. The route of administration;

1.16.2.5. The frequency of administration; and

1.16.2.6. The date ordered.

1.16.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.

1.16.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, are stored as follows:

1.16.4.1. All medications are kept in a storage area that is:

1.16.4.1.1. Locked and accessible only to authorized personnel;

1.16.4.1.2. Organized to allow correct identification of each client's medication(s);

1.16.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

1.16.4.1.4. Equipped to maintain medication at the proper temperature.

1.16.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

1.16.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.

1.16.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.

1.16.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:

1.16.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;

1.16.6.2. OTC medication is stored in accordance with medication storage requirements above; and

1.16.6.3. OTC medication containers are marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

1.16.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:

1.16.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;

1.16.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and

1.16.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.

1.16.8. The Contractor shall document in an individual client medication log:

1.16.8.1. The medication name, strength, dose, frequency and route of administration;

1.16.8.2. The date and the time the medication was taken;

1.16.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

1.16.8.4. The reason for any medication refused or omitted.

1.16.9. The Contractor shall ensure upon a client's discharge that:

1.16.9.1. The medication log is included in the client's record; and

1.16.9.2. The client is provided with remaining medication to take with him or her

1.17. Tobacco Free Environment

1.17.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:

1.17.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.

1.17.1.2. Apply to employees, individuals and employee or individual visitors.

1.17.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

1.17.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business

1.17.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

1.17.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

1.17.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.

1.17.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.

1.17.1.6.3. Ensure periodic cleanup of the designated smoking area.

1.17.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

1.17.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.17.3. The Contractor shall ensure the tobacco free environment policy is:

1.17.3.1. Posted in the Contractor's facilities.

1.17.3.2. Posted in all Contractor vehicles.

1.17.3.3. Included in employee, individual, and visitor orientations.

1.17.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.

1.18. Staffing

1.18.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

1.18.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:

1.18.2.1. Job title;

1.18.2.2. Physical requirements of the position;

1.18.2.3. Education and experience requirements of the position;

1.18.2.4. Duties of the position;

1.18.2.5. Positions supervised; and

1.18.2.6. Title of immediate supervisor.

1.18.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:

1.18.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.

1.18.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.

1.18.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:

1.18.3.3.1. Felony convictions in this or any other state;

1.18.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

1.18.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.

1.18.4. The Contractor shall ensure all staff, including contracted staff:

1.18.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;

1.18.4.2. Do not exceed the criminal background standards established above;

1.18.4.3. Are licensed, registered or certified as required by state statute and as applicable;

1.18.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:

1.18.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

1.18.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;

1.18.4.4.3. Confidentiality requirements;

1.18.4.4.4. Grievance procedures for both clients and staff;

1.18.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;

1.18.4.4.6. Topics covered by both the administrative and personnel manuals;

1.18.4.4.7. The Contractor's infection prevention program;

1.18.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and

1.18.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the

requirements in RSA 161-F and RSA 169-C:29;

1.18.4.5. Sign and date documentation that certifies orientation is completed; and

1.18.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.

1.18.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:

1.18.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:

1.18.5.1.1. The name of the examinee.

1.18.5.1.2. The date of the examination.

1.18.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.

1.18.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).

1.18.5.1.5. The dated signature of the licensed health practitioner.

1.18.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

1.18.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.

1.18.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.

1.18.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student,

volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:

1.18.7.1. A completed application for employment or a resume, including:

1.18.7.1.1. Identification data; and

1.18.7.1.2. The education and work experience of the employee.

1.18.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:

1.18.7.2.1. Position title;

1.18.7.2.2. Qualifications and experience; and

1.18.7.2.3. Duties required by the position.

1.18.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

1.18.7.4. A signed and dated record of orientation.

1.18.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

1.18.7.6. Records of screening for communicable diseases results required above.

1.18.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.

1.18.7.8. Documentation of annual in-service education.

1.18.7.9. Information on the general content and length of all continuing education or educational programs attended/

1.18.7.10. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.

1.18.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:

1.18.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;

1.18.7.11.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

1.18.7.11.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

1.18.7.11.4. Documentation of the criminal records check.

1.18.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

1.18.8.1. A minimum of one (1) licensed supervisor, defined as:

1.18.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

1.18.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

1.18.8.1.3. Licensed mental health provider.

1.18.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:

1.18.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

1.18.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors

may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

1.18.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

1.18.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

1.18.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:

1.18.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:

1.18.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and

1.18.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

1.18.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.

1.18.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.

1.18.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.

1.18.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.

1.18.14. The Contractor shall ensure supervision includes the following techniques:

1.18.14.1. Review of case records;

1.18.14.2. Observation of interactions with clients;

1.18.14.3. Skill development; and

1.18.14.4. Review of case management activities.

1.18.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.

1.18.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.

1.18.17. The Contractor shall provide training to staff on:

1.18.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

1.18.17.2. The 12 Core Functions;

1.18.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

1.18.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.

1.18.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.

1.18.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:

1.18.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

1.18.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be

delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.

1.18.20. The Contractor shall notify the Department in writing within one 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 Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.

1.18.21. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

1.18.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:

1.18.22.1. A Department-approved ethics course;

1.18.22.2. A Department-approved course on the 12 Core Functions;

1.18.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

1.18.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.

1.18.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.

1.18.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.

1.18.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:

1.18.25.1. The contract requirements.

1.18.25.2. All policies and procedures provided by the Department.

1.18.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:

1.18.26.1. Hepatitis C (HCV);

1.18.26.2. Human immunodeficiency virus (HIV);

1.18.26.3. Tuberculosis (TB); and

1.18.26.4. Sexually transmitted diseases (STDs).

1.19. Facilities License

1.19.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.

1.19.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.

1.19.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

1.20. Inspections

1.20.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:

1.20.1.1. A reception area separate from living and treatment areas;

1.20.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;

1.20.1.3. Secure storage of active and closed confidential client records; and

1.20.1.4. Separate and secure storage of toxic substances.

1.20.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:

1.20.2.1. The facility premises;

1.20.2.2. All programs and services provided under the contract; and

1.20.2.3. Any records required by the contract.

1.20.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.

1.20.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

1.21. Web Information Technology System (WITS)

1.21.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.

1.21.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.

1.21.3. The Contractor shall ensure any individual refusing to sign the informed consent form:

1.21.3.1. Is not entered into the WITS system; and

1.21.3.2. Does not receive services described this contract.

1.21.3.3. Is assisted with finding alternative payers for the required services.

1.21.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.

1.22. Quality Improvement

1.22.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:

1.22.1.1. Participating in electronic and in-person individual record reviews.

1.22.1.2. Participating in site visits.

1.22.1.3. Participating in training and technical assistance activities, as directed by the Department.

1.22.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:

1.22.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and

1.22.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.

1.22.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:

1.22.3.1. Notify the Department within 5 days of identifying the difference; and

1.22.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.

1.23. Client Discharge and Transfer

1.23.1. The Contractor may discharge a client from a program due to:

1.23.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;

1.23.1.2. The client terminates from the program due to:

1.23.1.2.1. Administrative discharge;

1.23.1.2.2. Non-compliance with the program;

1.23.1.2.3. The client leaving the program before completion against advice of treatment staff; and

1.23.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and

1.23.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:

1.23.2.1. The dates of admission and discharge or transfer.

1.23.2.2. The client's psychosocial substance abuse history and legal history.

1.23.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.

1.23.2.4. The reason for discharge or transfer.

1.23.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

1.23.2.6. A summary of the client's physical condition at the time of discharge or transfer.

1.23.2.7. A continuing care plan, including all ASAM domains.

1.23.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.

1.23.2.9. The dated signature of the counselor completing the summary.

1.23.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.

1.23.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:

1.23.4.1. The discharge summary;

1.23.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and

1.23.4.3. A diagnostic assessment statement and other assessment information, including:

1.23.4.3.1. TB test results;

1.23.4.3.2. A record of the client's treatment history; and

1.23.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

1.23.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:

1.23.5.1. Includes recommendations for continuing care in all ASAM domains;

1.23.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

1.23.5.3. Assists the client in making contact with other agencies or services.

1.23.6. The Contractor may administratively discharge a client from a program only if:

1.23.6.1. The client's behavior on program premises is abusive, violent, or illegal;

1.23.6.2. The client is non-compliant with prescription medications;

1.23.6.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

1.23.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

1.24. Client Rights

1.24.1. Notice of Client Rights

1.24.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:

1.24.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

1.24.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.

1.24.1.1.3. Notification of rights are documented in the client record.

1.24.1.1.4. Posting the notices continuously and conspicuously;

1.24.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.

1.24.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

1.25. Administrative Remedies

1.25.1. The Department may impose administrative remedies for violations of contract requirements, including:

1.25.1.1. Requiring a Contractor to submit a plan of correction (POC);

1.25.1.2. Imposing a directed POC upon a Contractor;

1.25.1.3. Suspension of a contract; or

1.25.1.4. Revocation of a contract.

1.25.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:

1.25.2.1. Identifies each deficiency;

1.25.2.2. Identifies the specific remedy(s) that has been proposed; and

1.25.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

1.25.3. A POC shall be developed and enforced in the following manner:

1.25.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:

1.25.3.1.1. How the Contractor intends to correct each deficiency;

1.25.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and

1.25.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;

1.25.3.2. The Department shall review and accept each POC that:

1.25.3.2.1. Achieves compliance with contract requirements;

1.25.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;

1.25.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and

1.25.3.2.4. Specifies the date upon which the deficiencies will be corrected;

1.25.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;

1.25.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;

1.25.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;

1.25.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written

notification above, the Contractor shall be subject to a directed POC;

1.25.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:

1.25.4.1. Reviewing materials submitted by the Contractor;

1.25.4.2. Conducting a follow-up inspection; or

1.25.4.3. Reviewing compliance during the next scheduled inspection;

1.25.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

1.25.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.

1.25.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:

1.25.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;

1.25.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or

1.25.7.3. A revised POC submitted has not been accepted.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit monthly and quarterly reports no later than the 10th day of the month following the reporting month or quarter.

3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:

3.2.1. 100% of all individuals at admission;

3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and

3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.

3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:

3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.

3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.

3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

3.4.1. "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:

3.4.1.1. Abuse.

3.4.1.2. Neglect.

3.4.1.3. Exploitation.

3.4.1.4. Rights violation.

3.4.1.5. Missing person.

3.4.1.6. Medical emergency.

3.4.1.7. Restraint.

3.4.1.8. Medical error.

3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.

3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.

3.7. The Contractor shall report all sentinel events to the Department:

3.7.1. When the sentinel even involves any individual receiving services under this contract;

3.7.2. Immediately by verbal notification upon discovering the event, which includes:

3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;

3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

3.7.2.3. Location, date, and time of the event;

3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;

3.7.2.5. Whether the police were involved due to a crime or suspected crime; and

3.7.2.6. The identification of any media that had reported the event; and

3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.

3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

4. Performance Measures

4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:

4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:

4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;

4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;

4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days; and

4.1.1.5. Treatment completion: Percentage of individuals completing treatment.

4.1.2. Report National Outcome Measures (NOMS) that ensure the % of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:

4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.

4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.

4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

5.3.1. 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, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. 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.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the

Contractor in the performance of the Contract, and all income received or collected by the Contractor.

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

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.

6.2. 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. 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.

7. Maintenance of Fiscal Integrity

7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement at the organizational level, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

7.1.1. Days of Cash on Hand:

7.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

7.1.2.2. Formula: Total current assets divided by total current liabilities.

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

7.1.4. Net Assets to Total Assets:

7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:

7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:

7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;

7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.

7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.

7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.

7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:

7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.

7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The

Contractor shall provide requested information in a timeframe agreed upon by both parties.

7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

8. Contract Compliance Audits

8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.

8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

Payment Terms

1. Source(s) of Funding

1.1. This Agreement is funded by:

1.1.1. 16.625% federal funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;

1.1.2. 59.899% federal funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN #TI083326;

1.1.3. 10.572% general funds; and

1.1.4. 12.904% Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;

1.2. The Source(s) of Funding listed in Section 1.1 represent(s) the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.

2. For the purposes of this Agreement:

2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.

2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.

2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

3. Non Reimbursement for Services

3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:

3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.

3.1.2. Services covered by Medicare for clients who are eligible for Medicare.

3.1.3. Services covered by the client's private insurer(s) at a rate greater than the rates in Exhibit C-1, Service Fee Table.

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3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per client per treatment episode.

3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:

3.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

3.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services

5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.

5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.

5.4. The Contractor shall determine and charge for services provided, as follows:

5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.

5.4.2. Second: Charge the client according to Section 11, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.

5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.

5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 11 Sliding Fee Scale, in accordance with the client's applicable income level.

5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.8. The Contractor shall provide copies of financial accounts to clients, upon request.

5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount

specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.

5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.

5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.

6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) in Residential Level of Care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care.

6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of ***$74,869.***

6.3. The Contractor shall maintain documentation of the following:

6.3.1. Medicaid ID of the client.

6.3.2. WITS ID of the client, if applicable.

6.3.3. Period for which room and board payments apply.

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.

6.3.5. Amount being billed to the Department for the service.

6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD).

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Charging the Client for Room and Board for Transitional Living and Low Intensity Residential Services

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit C-1, Service Fee Table, using the sliding fee scale in Table A below, and

7.1.2. The charges to the Department.

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client, ensuring it is returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, Granite Advantage, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services provided only when the client does not have any other payer source other than this contract.

9. Additional Billing Information: Intensive Case Management Services

9.1. The Contractor shall charge for Intensive Case Management Services in accordance with Section 5 above for clients admitted to programs in accordance to Exhibit B, Scope of Services and only after billing other public and private insurance.

9.2. The Department will not pay for Intensive Case Management provided to a client prior to admission.

9.3. The Contractor shall bill the Department for Intensive Case Management only when the service is authorized by the Department.

10. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

10.1. The Contractor shall invoice the Department for Integrated MAT Services for Medication and Physician Time as indicated in Section 5 above and as follows:

10.1.1. Medication

10.1.1.1. The Contractor shall seek reimbursement for MAT medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 12.2.2 below.

10.1.1.2. The Contractor shall be reimbursed for MAT with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

10.1.1.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to seven (7) days per week, using the code for Methadone in an OTP as H0020, and the code for buprenorphine in an OTP as H0033.

10.1.1.2.2. The Contractor shall seek reimbursement for up to three (3) doses per client per day.

10.1.1.3. The Contractor shall maintain documentation of the following:

10.1.1.3.1. WITS Client ID Number;

10.1.1.3.2. Period for which prescriptions is intended;

10.1.1.3.3. Name and dosage of the medication;

10.1.1.3.4. Associated Medicaid cCode;

10.1.1.3.5. Charge for the medication;

10.1.1.3.6. Client cost share for the service; and

10.1.1.3.7. Amount being billed to the Department for the service.

10.1.2. Physician Time

10.1.2.1. The Contractor agrees that Physician Time is the time spent by a physician or other medical professional to provide MAT Services, including but not limited to:

10.1.2.1.1. Assessing the client's appropriateness for a medication.

10.1.2.1.2. Prescribing and/or administering a medication.

10.1.2.1.3. Monitoring the client's response to a medication.

10.1.2.2. The Contractor shall seek reimbursement according to Exhibit C-1, Service Fee Table, Table A.

10.1.2.3. The Contractor shall maintain documentation of the following:

10.1.2.3.1. WITS Client ID Number;

10.1.2.3.2. Date of service;

10.1.2.3.3. Description of service;

10.1.2.3.4. Associated Medicaid code;

10.1.2.3.5. Charge for the service;

10.1.2.3.6. Client cost share for the service; and

10.1.2.3.7. Amount being billed to the Department for the service.

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.

11.2. The Contractor shall implement the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

11.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:

12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

12.1.5. Submit separate batches for each billing month.

12.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.

12.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.

12.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

12.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

12.6. Funds in this contract may not be used to replace funding for a program already funded from another source.

12.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

12.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

12.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.

12.11. The Department 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

12.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

12.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

12.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds

14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

14.2.1. Make cash payments to intended recipients of substance abuse services.

14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and

Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

15. Audits

15.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

15.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

15.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

15.5. 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.

Service Fee Table

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

Table A

	Service	Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	$275.00	Per evaluation
1.2.	Individual Outpatient	$22.00	15 min
1.3.	Group Outpatient	$6.60	15 min
1.4.	Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Transitional Living for room and board only	$75.00	Per day
1.6.	Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day
1.7.	Low-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	$100.00	Per day
1.8.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day

Exhibit C-1

	Service	Maximum Allowable Charge	Unit
1.9.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	$100.00	Per day
1.10	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
1.11	Integrated Medication Assisted Treatment – Medication	See Exhibit C, Section 10.1	See Exhibit C, Section 10.1
1.12	Individual Intensive Case Management	$16.50	15 min
1.13	Group Intensive Case Management	$5.50	15 min

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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Vendor Initials

11/6/2020
Date

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:

DocuSigned by:
Becky McEnany
2304D4CTF0AD40B...

11/6/2020
Date

Name: Becky McEnany
Title: Interim CEO

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:

11/6/2020
Date

DocuSigned by:
Becky McEnany
Name: Becky McEnany
Title: Interim CEO

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Vendor Initials

11/6/2020
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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11/6/2020
Date _____

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.

Contractor Name:

11/6/2020
Date

DocuSigned by:
Becky McEnany
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Name: Becky McEnany
Title: Interim CEO

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Contractor Initials

11/6/2020
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

DocuSigned by:
Becky McEnany
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11/6/2020
Date

Name: Becky McEnany
Title: Interim CEO

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Contractor Initials

11/6/2020
Date

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

DocuSigned by:
Becky McEnany
2304D4C7F8AD40D...

11/6/2020
Date

Name: Becky McEnany
Title: Interim CEO

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

Contractor Initials BM

Date 11/6/2020

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate 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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	North Country Health Consortium
The State	Name of the Contractor
DocuSigned by: Katja Fox ED0D05D04C53448...	DocuSigned by: Becky McEnany 2304D4C7F8AD48D...
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Becky McEnany
Name of Authorized Representative	Name of Authorized Representative
Director	Interim CEO
Title of Authorized Representative	Title of Authorized Representative
11/6/2020	11/6/2020
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Becky McEnany

11/6/2020
Date

Name: Becky McEnany
Title: Interim CEO

FORM A

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

1. The DUNS number for your entity is: 017711198

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

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

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.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: **301456**

Certificate Number: **0004879131**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Michael Lee, hereby certify that:

1. I am a duly elected Officer of North Country Health Consortium.

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 April 10, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That the Chief Executive Officer and/or Board President is duly authorized on behalf of North Country Health Consortium to enter into contracts or agreements with the State 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.

Becky McEnany is the duly appointed Interim Chief Executive Officer of North Country Health Consortium.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11/2/20

Signature of Elected Officer
Name: Michael Lee
Title: Board President

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/02/2020

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

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

PRODUCER	CONTACT NAME: Patricia Bigelow-Emery	
Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584	PHONE (A/C, No, Ext): (603) 788-2555	FAX (A/C, No): (603) 788-3901
	E-MAIL ADDRESS: pemery@gms-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Companies	
INSURED North Country Health Consortium 262 Cottage Street, Suite 230 Littleton NH 03561	INSURER B: United Financial Casualty Co.	11770
	INSURER C: Eastern Alliance Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL20102812465 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2057544	01/01/2020	01/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			00263832-1	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB699475	01/01/2020	01/01/2021	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01-0000114697-02	01/01/2020	01/01/2021	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

Health Consortium
NH Workers Compensation--excluded officers are Michael Lee, Karen Woods, Edward Shanshala II

CERTIFICATE HOLDER

State of NH
Dept of Health & Human Servs
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

North Country Health Consortium

Mission

"North Country Health Consortium leads innovative collaboration to improve the health status of the region."

PEISCH CPAs & Advisors Since 1920

100 YEARS

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2019 AND 2018

CONTENTS

PEISCH CPAs & Advisors Since 1920

100 YEARS

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2019 and 2018, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

A.M. PEISCH & COMPANY, LLP

401 Water Tower Circle, Suite 302, Colchester, VT 05446, (802) 654-7255
P.O. Box 460, Rutland, VT 05702, (802) 773-2721
30 Congress Street, Suite 201, St. Albans, VT 05478, (802) 527-0505
1020 Memorial Drive, St. Johnsbury, VT 05819, (802) 748-5654
24 Airport Road, Suite 402, West Lebanon, NH 03784, (603) 306-0100

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2019 and 2018, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 17, 2020, on our consideration of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 North Country Health Consortium, 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 North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and compliance.

St. Albans, Vermont
March 17, 2020
VT Reg. No. 92-0000102

A.M. Peisch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2019 AND 2018

	2019	2018
ASSETS		
Current assets		
Cash and cash equivalents	$ 947,618	$ 687,847
Accounts receivable, net		
Grants and contracts	1,011,598	966,962
Dental services	-	898
Certificates of deposit	126,701	126,065
Prepaid expenses	33,068	21,356
Restricted cash - IDN	2,340,257	1,987,216
Total current assets	4,459,242	3,790,344
Property and equipment:		
Computers and equipment	147,392	147,392
Dental equipment	10,815	32,808
Furnitures and fixtures	30,045	30,045
Vehicles	18,677	18,677
Accumulated depreciation	(181,007)	(170,735)
Property and equipment, net	25,922	58,187
Other assets		
Restricted cash - IDN	400,000	800,000
Total other assets	400,000	800,000
Total assets	$ 4,885,164	$ 4,648,531
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	$ 204,323	$ 396,039
Accrued expenses	13,389	8,983
Accrued wages and related liabilities	354,015	265,717
Deferred revenue	2,849,839	1,854,420
Total current liabilities	3,421,566	2,525,159
Long-term liabilities		
Deferred revenue - Long term portion	400,000	800,000
Total long-term liabilities	400,000	800,000
Total liabilities	3,821,566	3,325,159
Net assets		
Without donor restrictions	1,063,598	1,323,372
Total net assets	1,063,598	1,323,372
Total liabilities and net assets	$ 4,885,164	$ 4,648,531

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2019 AND 2018

	2019	2018
Support:		
Grant and contract revenue	$ 4,956,424	$ 5,017,825
Revenue:		
Dental patient revenue	15,462	101,092
Fees for programs and services	1,733,329	1,455,860
Interest income	6,337	6,085
Other income	2,050	12,766
Total revenue	1,757,178	1,575,803
Total support and revenue	6,713,602	6,593,628
Program expenses:		
Workforce	2,201,736	3,263,756
Public health	108,996	198,719
Molar	103,152	219,335
Friendship house	2,390,474	1,654,782
CSAP	1,670,554	869,873
Total program expenses	6,474,912	6,206,465
Management and general	495,512	485,028
Total expenses	6,970,424	6,691,493
Loss on sale of property and equipment	(2,952)	-
Change in net assets	(259,774)	(97,865)
NET ASSETS, beginning of the year	1,323,372	1,421,237
NET ASSETS, end of the year	$ 1,063,598	$ 1,323,372

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2019

	Workforce	Public Health	Molar	Friendship House	CSAP	Total Program	Management & General	Total
Personnel:								
Salaries	$ 969,231	$ 72,859	$ 72,634	$ 1,454,659	$ 831,437	$ 3,400,820	$ 306,627	$ 3,707,447
Payroll taxes and employee benefits	186,721	15,348	13,385	296,250	156,563	668,267	47,097	715,364
Subtotal	1,155,952	88,207	86,019	1,750,909	988,000	4,069,087	353,724	4,422,811
Site expenses:								
Computer fees	10,804	830	990	17,033	8,027	37,684	4,468	42,152
Medical and pharmacy supplies, MOA	646,669	1,810	8,811	28,179	396,126	1,081,595	834	1,082,429
Office supplies	6,044	2,800	324	45,308	25,439	79,915	17,126	97,041
Food	-	-	-	74,719	-	74,719	-	74,719
Subtotal	663,517	5,440	10,125	165,239	429,592	1,273,913	22,428	1,296,341
General:								
Bad debts	-	-	-	12,153	-	12,153	-	12,153
Depreciation	-	-	3,134	3,735	-	6,869	20,443	27,312
Dues, memberships, education, and subscriptions	145,997	30	265	16,659	478	163,429	9,571	173,000
Staff development	1,299	626	201	293	1,449	3,868	262	4,130
Equipment and maintenance	20,044	-	-	4,597	14,128	38,769	2,517	41,286
Rent and occupancy	44,146	3,773	921	222,386	31,257	302,483	21,088	323,571
Insurance	5,520	1,188	930	7,989	4,371	19,998	5,213	25,211
Miscellaneous	24,114	-	(2,285)	2,502	13,183	37,514	5,969	43,483
Payroll processing fees	115	50	-	995	131	1,291	9,140	10,431
Postage	1,130	69	65	1,277	785	3,326	691	4,017
Printing	3,800	180	250	4,690	4,935	13,855	1,863	15,718
Professional fees	9,327	793	386	136,619	5,895	153,020	11,740	164,760
Training fees and supplies	36,593	2,983	83	11,655	73,172	124,486	13,586	138,072
Travel	50,677	4,704	2,094	22,416	50,437	130,328	7,139	137,467
Telephone	10,014	953	397	20,608	6,033	38,005	1,141	39,146
Vehicle expense	-	-	567	5,752	-	6,319	(162)	6,157
Event facility fees	29,491	-	-	-	46,708	76,199	9,159	85,358
Subtotal	382,267	15,349	7,008	474,326	252,962	1,131,912	119,360	1,251,272
Total expenses	$ 2,201,736	$ 108,996	$ 103,152	$ 2,390,474	$ 1,670,554	$ 6,474,912	$ 495,512	$ 6,970,424

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Workforce	Public Health	Molar	Friendship House	CSAP	Total Program	Management & General	Total
Personnel:								
Salaries	$ 987,365	$ 115,572	$ 112,796	$ 1,102,500	$ 377,817	$ 2,696,050	$ 281,983	$ 2,978,033
Payroll taxes and employee benefits	185,492	20,750	21,938	191,092	70,231	489,503	48,518	538,021
Subtotal	1,172,857	136,322	134,734	1,293,592	448,048	3,185,553	330,501	3,516,054
Site expenses:								
Computer fees	16,218	1,186	3,392	14,158	4,688	39,642	3,161	42,803
Medical and pharmacy supplies, MOA	1,610,212	36,431	55,217	20,063	307,207	2,029,130	4,967	2,034,097
Office supplies	17,314	2,634	448	55,007	9,892	85,295	30,617	115,912
Food	-	-	-	58,405	-	58,405	-	58,405
Subtotal	1,643,744	40,251	59,057	147,633	321,787	2,212,472	38,745	2,251,217
General:								
Bad debt	-	-	-	12,847	-	12,847	-	12,847
Depreciation	-	-	6,869	-	-	6,869	26,613	33,482
Dues, memberships, education, and subscriptions	203,919	59	76	1,448	3,429	208,931	8,658	217,589
Education and training	2,108	-	140	-	1,050	3,298	45	3,343
Equipment and maintenance	22,299	-	544	3,787	-	26,630	2,420	29,050
Rent and occupancy	51,842	5,628	6,099	96,708	19,061	179,338	20,556	199,894
Insurance	5,364	972	1,173	5,254	1,902	14,665	5,016	19,681
Miscellaneous	-	-	219	6,757	975	7,951	-	7,951
Payroll processing fees	150	50	-	600	94	894	9,105	9,999
Postage	1,646	168	178	1,073	562	3,627	313	3,940
Printing	4,208	366	1,175	2,835	1,495	10,079	1,756	11,835
Professional fees	26,047	1,000	2,797	34,789	3,784	68,417	19,353	87,770
Training fees and supplies	53,602	914	1,000	10,580	9,968	76,064	4,758	80,822
Travel	47,224	2,806	1,475	26,851	27,947	106,303	8,423	114,726
Telephone	10,222	1,116	501	9,997	2,351	24,187	1,327	25,514
Vehicle expense	-	-	3,298	31	-	3,329	497	3,826
Event facility fees	18,524	9,067	-	-	27,420	55,011	6,942	61,953
Subtotal	447,155	22,146	25,544	213,557	100,038	808,440	115,782	924,222
Total expenses	$ 3,263,756	$ 198,719	$ 219,335	$ 1,654,782	$ 869,873	$ 6,206,465	$ 485,028	$ 6,691,493

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (259,774)	$ (97,865)
Adjustments to reconcile change in net assets		
to net cash provided by operating activities:		
Depreciation	27,312	33,482
Bad debt expense	12,153	12,847
Loss on sale of property and equipment	2,952	-
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	(56,789)	(431,418)
Accounts receivable - Dental services	898	(34)
Prepaid expenses	(11,712)	(11,396)
Restricted cash - IDN	46,959	(565,828)
Increase (decrease) in operating liabilities:		
Accounts payable	(191,716)	290,694
Accrued expenses	4,406	2,062
Accrued wages and related liabilities	88,298	111,263
Deferred revenue	595,419	269,155
Net cash provided (used) by operating activities	258,406	(387,038)
CASH FLOWS FROM INVESTING ACTIVITIES		
Reinvestment of certificates of deposit interest	(636)	(525)
Proceeds from sale of property and equipment	2,001	-
Net cash provided (used) by investing activities	1,365	(525)
Net increase (decrease) in cash and cash equivalents	259,771	(387,563)
Beginning cash and cash equivalents	687,847	1,075,410
Ending cash and cash equivalents	$ 947,618	$ 687,847

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

Nature of activities

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

The Organization's wholly owned subsidiary, North Country ACO (the ACO), is a non-profit 501(c)(3) charitable corporation formed in December 2011. This entity was formed as an accountable care organization (ACO) with its purpose to support the programs and activities of the ACO participants to improve the overall health of their respective populations and communities. A nominal cash balance remains and activities have ceased.

The Organization's primary programs are as follows:

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

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

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

Friendship House – A residential facility to provide patient drug and alcohol treatment and recovery.

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

Financial statement presentation

Financial statements presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, *Financial Statement of Not-for-Profit Organizations* and the provisions of Accounting Standards Update (ASU) No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-or-Profit Entities*. Under ASU No. 2016-14, the Organization is required to report information regarding its financial position and activities according to two classes of net assets; net assets without donor restrictions and net assets with donor restrictions. The Organization had no net assets with donor restrictions at September 30, 2019 and 2018.

Basis of accounting

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

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

The Organization uses the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., measurable and earned. Measurable refers to the ability to quantify in monetary terms the amount of the revenue and receivable. Expenses are recognized when they become liable for payment.

Principles of consolidation

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

Use of estimates

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

Concentration of risk

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

Revenue recognition

Below are the revenue recognition policies of the Organization:

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

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

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

Cash and cash equivalents

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

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

Restricted cash - IDN

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

For the years ending September 30, 2019 and 2018, these amounts were restricted as follows:

	2019	2018
Administration fee to the Organization	$ 800,000	$ 1,200,000
Distributions to participants	1,940,257	1,587,216
	$ 2,740,257	$ 2,787,216

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstances when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for estimated contractual adjustments for dental service of $0 and $598 as of September 30, 2019 and 2018, respectively, and an allowance for doubtful accounts for grants and contracts of $25,000 and $12,847 as of September 30, 2019 and 2018, respectively. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Certificates of deposit

The Organization has three certificates of deposit that may be withdrawn without penalty with one financial institution. These certificates carry original terms of 12 months to 24 months, have interest rates ranging from .50% to .55%, and mature at various dates through September 2020.

Property and equipment

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

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

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

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

Depreciation expense totaled $27,312 and $33,482 for the years ended September 30, 2019 and 2018, respectively.

Deferred revenue

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

Net assets

The Organization is required to report information regarding its financial position and activity according to two classes of net assets: without donor restrictions and with donor restrictions.

Net assets without donor restrictions – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Net assets with donor restrictions – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no net assets with donor restrictions at September 30, 2019 and 2018.

Income taxes

The Organization and the ACO are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. The Organization had no unrelated business income activity subject to taxation for the years ended September 30, 2019 and 2018.

The Organization had adopted the provisions of FASB ASC 740-10. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Based on management's evaluation, management has concluded that there were no significant uncertain tax positions requiring recognition in the financial statements at September 30, 2019 and 2018.

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

Although the Organization is not currently the subject of a tax examination by the Internal Revenue Service or the State of New Hampshire, the Organization's tax years ended September 30, 2016 through September 30, 2019 are open to examination by the taxing authorities under the applicable statue of limitations.

Functional expenses

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

Change in accounting principle

The Organization adopted the provisions of ASU No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-For-Profit Entities* during fiscal year 2019. The ASU was issued to improve reporting by not-for-profit entities in the areas of net asset classifications and information provided about liquidity. Upon adoption of this standard the Organization has disclosed classifications of net assets in Note 1, and disclosed information about liquidity and availability in Note 8 of the financial statements. There is no effect on the change in net assets for the 2019 and 2018 fiscal years.

Implementation of new accounting pronouncements

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

ASU No. 2015-14, *Revenue from Contracts with Customers.* This ASU includes new revenue measurement and recognition guidance, as well as required additional disclosures. The ASU is effective for annual reporting beginning after December 15, 2018, and interim reporting periods within annual reporting beginning after December 15, 2019. The effect of this ASU has not been quantified.

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

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

Note 2. Cash Concentrations

The Organization maintains cash balances at two financial institutions. Their bank accounts at the institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per financial institution. Cash balances at the institutions did not exceed federally insured limits as of September 30, 2019, but may have exceeded the limits during the year. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2019.

The Organization manages credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances ranged from .10% to .15% as of September 30, 2019.

Note 3. Operating Leases

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

The Organization operates the Friendship House, an outpatient drug and alcohol treatment facility and program. The Organization leases the premises under a five-year operating lease that expires March 2023, with monthly rent and CAM fee payments of $19,582. The CAM fee portion is to be adjusted annually.

The Organization leases satellite offices in Lebanon, NH, Berlin, NH, Tamworth, NH, Woodsville, NH, and Conway, NH under month-to-month operating lease agreements.

In addition, the Organization leases various copiers with lease terms ranging from thirty-six months to sixty months, expiring on various dates through March 2023.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,	
2020	$ 341,896
2021	243,916
2022	234,985
2023	117,492
Thereafter	-
	$ 938,289

Lease expense for the aforementioned leases was $323,073 and $132,746 for the years ended September 30, 2019 and 2018, respectively.

Note 4. Deferred Revenue

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

	2019	2018
Deferred Revenue - IDN	$ 2,992,839	$ 2,387,744
Deferred Revenue - Other	257,000	266,676
Total	$ 3,249,839	$ 2,654,420

Deferred revenue - IDN

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

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

Note 5. Line of Credit

The Organization entered into a line of credit agreement with a local bank. The Organization has $500,000 of available borrowing capacity under this line of credit, of which all is unused. The line of credit bears interest at the Wall Street Journal Prime Rate plus .50% and is secured by all assets of the Organization. The line of credit is due on demand and matures February 2020.

Note 6. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2019 and 2018.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be board members of North Country Health Consortium, Inc. and Subsidiary. Amounts paid to these organizations were $279,120 and $898,736 for the years ended September 30, 2019 and 2018, respectively. Outstanding amounts due to these organizations as of September 30, 2019 and 2018 amounted to $200 and $33,214, respectively. Outstanding amounts due from these organizations as of September 30, 2019 and 2018 amounted to $1,000 and $5,210, respectively.

Note 7. Retirement Plan

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are $50 for each part-time employee and $100 for each full-time employee. Employer contributions for the years ended September 30, 2019 and 2018 were $77,366 and $61,990, respectively.

Note 8. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise of the following:

Cash and cash equivalent	$	947,618
Accounts receivable, net		
Grants and contracts		1,011,598
Certificates of deposit		126,701
	$	2,085,917

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures. In the event of further liquidity needs, the Organization could draw upon $500,000 of an available line of credit as described in Note 5.

Note 9. Commitment and Contingencies

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

Note 10. Federal Reports

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

Note 11. Reclassifications

Certain reclassifications have been made to the financial statements for the year ended September 30, 2018 to conform with the current year presentation.

Note 12. Subsequent Events

On March 11, 2020, the World Health Organization declared the outbreak of a coronavirus (COVID-19) a pandemic. As a result, economic uncertainties have arisen which are likely to negatively impact the Organization's financial operations. Other financial impact could occur though such potential impact is unknown at this time.

The Organization has evaluated subsequent events through March 17, 2020, the date the financial statements were available to be issued.

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100 YEARS

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

ADDITIONAL REQUIRED REPORTS

September 30, 2019

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Grant No.	Pass-through Grantor's Subgrant No.	Federal Expenditures
U.S Department of Health and Human Services				
Direct Programs:				
Network Development	93.912	D06RH28031		$ 426,829
Rural Health Care Services Outreach Program (Opioid)	93.912	D04RH31641		185,022
Rural Health Opioid Program	93.912	H1URH32387		157,548
Rural Communities Opioid Response Implementation	93.912	GA1RH33527		5,367
				774,766
Rural Communities Opioid Response (Planning)	93.211	G25RH32457		200,000
Drug-Free Communities (SAMHSA)	93.276	1H79SP021539-01		129,144
Total direct programs:				1,103,910
Passed through the State of New Hampshire:				
Public Health Emergency Preparedness	93.074		U90TP000535	50,487
Disaster Behavioral Health Response Teams	93.074		U90TP000535	3,613
Hep A Vaccination	93.074		U90TP000535	8,228
Lead	93.074		U90TP000536	1,877
MRC	93.074		U90TP000536	2,160
				66,365
SAP	93.243		SP020796	212,061
Young Adult Strategies	93.243		SP020796	84,044
Young Adult Leadership	93.243		SP020796	5,833
				301,938
School-Based Immunization	93.268		H23IP00757	10,103
Continuum of Care	93.959		TI010035-14	34,813
Continuum of Care	93.959		TI010035	12,069
Substance Misuse Prevention	93.959		TI010035-14	60,300
Substance Misuse Prevention	93.959		TI010035	18,829
Student Assistance Program Federal Block Grant	93.959		TI010035	96,238
Public Health Advisory Council	93.959		TI010035	1,370
Substance Use Disorder (Friendship House)	93.959		TI010035-14	107,410
Substance Use Disorder (Friendship House)	93.959		TI010035	36,190
				367,219
Substance Use Disorder (Friendship House - SOR)	93.788		H79T10S16W	206,100
Substance Use Disorder (Friendship House - SOR)	93.788		H79T1081685	68,700
				274,800
Community Health Workers	93.757		NU58DP004821	31,807
Public Health Advisor Council	93.758		B010T00937	12,306
Public Health Advisory Council	93.991		NB1OT009205-01-01	2,077
Total passed through the State of New Hampshire:				1,066,615
Passed through the University of Dartmouth Area Health Education Center:				
AHEC Supplement	93.107		U77HP03627-15-01	18,916
Area Health Education Centers	93.107		U77HP03627-09-01	83,379
				102,295
Passed through the University of New Hampshire:				
Practice Transformation Network	93.638		Agreement #16-039	437,995
Total Expenditures of Federal Awards				$ 2,710,815

See accompanying notes to schedule of expenditures of federal awards.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards For the Year Ended September 30, 2019

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Note 2. Summary of Significant Accounting Policies

(1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance whereby certain types of expenditures are not allowable or are limited as to reimbursement.

(2) Pass-through entity identifying numbers are presented where available.

(3) The Organization did not elect to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of September 30, 2019, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated March 17, 2020.

Internal Control over Financial Reporting

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

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

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

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1020 Memorial Drive, St. Johnsbury, VT 05819, (802) 748-5654
24 Airport Road, Suite 402, West Lebanon, NH 03784, (603) 306-0100

Compliance and Other Matters

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

Purpose of this Report

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

St. Albans, Vermont
March 17, 2020
VT Reg. No. 92-0000102

A.M. Peisch & Company, LLP

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

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

Report on Compliance for Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of North Country Health Consortium, Inc. and Subsidiary's major federal programs for the year ended September 30, 2019. North Country Health Consortium, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

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Opinion on Each Major Federal Program

In our opinion, North Country Health Consortium, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2019.

Report on Internal Control Over Compliance

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

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

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

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

St. Albans, Vermont
March 17, 2020
VT Reg. No. 92-0000102

A.M. Peisch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY

Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2019

A. SUMMARY OF AUDITOR'S RESULTS

1. The independent auditor's report expresses an unmodified opinion on whether the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary were prepared in accordance with GAAP.

2. No material weakness or significant deficiencies relating to the audit of the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Governmental Auditing Standards*.

3. No instances of noncompliance material to the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No material weakness or significant deficiencies relating to internal control over compliance for major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.

5. The auditor's report on compliance for the major federal award programs for North Country Health Consortium, Inc. and Subsidiary expresses an unmodified opinion on the major federal program.

6. There were no audit findings that are required to be reported in this schedule in accordance with 2 CFR Section 200.516(a).

7. The program tested as a major program was U.S. Department of Health and Human Services – Rural Health Care Services: Network Development, Rural Healthcare Services Outreach Program(opioid), Rural Health Opioid Program and Rural Communities Opioid Response Implementation (CFDA Number 93.912).

8. The threshold for distinguishing Types A and B programs was $750,000.

9. North Country Health Consortium, Inc. and Subsidiary was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

There were no reported findings related to the audit of the consolidated financial statements for the year ended September 30, 2019.

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

There were no reported findings related to the audit of the federal program for the year ended September 30, 2019.

NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY

Summary Schedule of Prior Audit Findings
For the Year Ended September 30, 2019

2018 and 2017 – AUDITs OF MAJOR FEDERAL AWARD PROGRAMS

2018: There were no reported findings related to the audit of the major federal program for the year ended September 30, 2018.

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

NCHC Board

President (O)
Michael Lee
President, Weeks Medical Center

Vice President (O)
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All Saints' Episcopal Church

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Suzanne Gaetjens-Oleson
Regional Mental Health Administrator, Northern Human Services

Ken Gordon
CEO, Coos County Family Health Services

Gregory Culley, MD
Interim CEO, Indian Stream Health Center

Tara MacKillop
Executive Director, Androscoggin Valley Home Care Services

Lars Nielson, MD
Community SUD Provider

Jeanne Robillard
CEO, Tri-County Community Action Program

Carrie Laflamme
[redacted]

OBJECTIVE

Establish rapport and confidence while building strong and long-lasting relationships with a diverse group of individuals. Possess exceptional planning, leadership, prioritizing and goal-setting skills to achieve optimal client outcome to create, implement and document efficient methods of operations.

EXPERIENCE

North Country Health Consortium
Administrative & Operations Director for Clinical Services, Friendship House — Feb. 20', -Present, Bethlehem, NH

- Responsible for the administration, development, management and operation of Friendship House (residential treatment program), Intensive Outpatient Services, and Outpatient Services
- Development and implementation of internal operating policies and procedures
- Ensure organizational delivery system uses evidence-based treatment throughout all provision of services
- Monitor the quality of clinical care for consistency and clinical integrity throughout substance use programs
- Work with all stakeholders to grow and develop services based on market potential
- Collaborate with interagency leaders to develop and deliver clinical training
- Provide consultation to clinical and administrative staff concerning substance use treatment as related to risk management and ethical issues
- Monitor the quality of clinical supervision for staff
- Lead service performance and quality improvement activities
- Development of future programs in accordance with policies and procedures
- Provide recommendations to CEO for policy decisions as required
- Establish and maintain a working relationship with all appropriate organizations, local services providers, and agencies
- In partnership with NCHC Human Resources, recruit, interview, hire, evaluate all program staff
- Compliance with all federal, state, and local laws/codes pertaining to programs and facility operations
- Program record keeping systems in compliance with agency funding source requirements
- Maintain knowledge of and adhere to Commission for Accreditation of Rehabilitation Facilities (CARF) standards throughout programs
- Participate in grant and proposal writing
- Duties, responsibilities and activities may change, or new ones may be assigned at any time with or without notice

North Country Health Consortium
Interim Administrative & Operations Director for Clinical Services, Friendship House — Sept. 19'-Feb. 20', Bethlehem, NH

- Responsible for the administration, development, management and operation of Friendship House (residential treatment program), Intensive Outpatient Services, and Outpatient Services
- Development and implementation of internal operating policies and procedures
- Ensure organizational delivery system uses evidence-based treatment throughout all provision of services
- Monitor the quality of clinical care for consistency and clinical integrity throughout substance use programs
- Work with all stakeholders to grow and develop services based on market potential
- Collaborate with interagency leaders to develop and deliver clinical training
- Provide consultation to clinical and administrative staff concerning substance use treatment as related to risk management and ethical issues
- Monitor the quality of clinical supervision for staff
- Lead service performance and quality improvement activities

- Development of future programs in accordance with policies and procedures
- Provide recommendations to CEO for policy decisions as required
- Establish and maintain a working relationship with all appropriate organizations, local services providers, and agencies
- In partnership with NCHC Human Resources, recruit, interview, hire, evaluate all program staff
- Compliance with all federal, state, and local laws/codes pertaining to programs and facility operations
- Program record keeping systems in compliance with agency funding source requirements
- Maintain knowledge of and adhere to Commission for Accreditation of Rehabilitation Facilities (CARF) standards throughout programs
- Participate in grant and proposal writing
- Duties, responsibilities and activities may change, or new ones may be assigned at any time with or without notice

North Country Health Consortium
Evaluation and Assessment Coordinator, WARM Program — Oct 18'-Sept. 19', Littleton, NH

- Assist with data collection and assessment tool development
- Data entry and aggregation
- Develop evaluation tools for programs, including pre- and post-tests and evaluations
- Utilize reporting processes for activity tracking and development of summary reports
- Transcribe meeting minutes for recordkeeping
- Assist with referral processes and tracking needs in collaboration with Community Health Workers/Recovery Coaches (CHW/RC)
- Assist with internal process and outcome measure program evaluation
- Develop summary reports for community listening sessions in collaboration with Community and Professional Education Coordinator

North Country Health Consortium
Residential Case Manager, Friendship House — Oct 17'-Oct 18', Bethlehem, NH

- Case manage 3.5/3.1 intensity program; assisted IOP with CM needs as needed
- Work with treatment team regarding client's treatment plans
- Meet with clients daily; documented CM notes in Wits database
- Assist clients with applying for insurance benefits; assisted with redeterminations
- Assist clients with applying for other benefits i.e.: social security/APTD/housing assistance programs/scholarships for sober living/unemployment benefits/SafeLink
- Assist clients with setting up medical/BH appointments; assisting with setting up transportation
- Assist with setting up MAT with clients
- Set up aftercare-IOP/Outpatient/BH/local meetings/local resources in their catchment area
- Assist with applying/coordinating Sober Living /high intensity/low intensity programs
- Assist with legal issues; coordinated with prosecutors/judges/drug court/PO's
- Assist with finding appropriate/sustainable housing
- Assist with job searches/ resumes/applying for jobs
- Assist clients with setting up GED/Voc rehab services
- Continuous recovery monitoring/aftercare support
- Maintain positive working relationship with community resources
- Teach Case Management class every Thursday 2:15pm-Teach Budgeting/credit reports, renters rights/leases, resumes/job interviewing, etiquette/common courtesy.

Tri-County Community Action
Residential Case Manager, Friendship House — March 17'-Oct 17', Bethlehem, NH

- Case managed 3.5/3.1 intensity program; assisted IOP with CM needs as needed
- Worked with treatment team regarding client's treatment plans
- Met with clients daily; documented CM notes in Wits database

- Assisted clients with applying for insurance benefits; assisted with redeterminations
- Assisted clients with applying for other benefits i.e.: social security/APTD/housing assistance programs/scholarships for sober living/unemployment benefits/SafeLink
- Assisted clients with setting up medical/BH appointments; assisting with setting up transportation
- Assisted with setting up MAT with clients
- Set up aftercare-IOP/Outpatient/BH/local meetings/local resources in their catchment area
- Assisted with applying/coordinating Sober Living /high intensity/low intensity programs
- Assisted with legal issues; coordinated with prosecutors/judges/drug court/PO's
- Assisted with finding appropriate/sustainable housing
- Assisted with job searches/ resumes/applying for jobs
- Assisted clients with setting up GED/Voc-rehab services
- Continuous recovery monitoring/aftercare support
- Maintained positive working relationship with community resources

Northern Human Services
Assertive Community Team (ACT) Mental Health Case Manager — Sept. 16'-March 17' Berlin, NH

- Provided system coordination, symptom management, crisis intervention and consumer advocacy 24/7, as needed for clients
- Assessed, planned, monitored and referred clients to any medical, social, education or other services they may need or want to pursue
- Created treatment plans to assist clients with reaching goals and their individual potential
- Maintained open communication with treatment team including families, guardians, doctors, therapist and all psychiatric hospitals
- Provided outreach services according to the treatment plan, including daily living skills, medication support, errands in community, assist and coordinate medical appointments
- Completed all necessary documentation in a timely manner
- Attended daily meetings

Northern Human Services
Mental Health Case Manager — Feb. 16'-Sept. 16' Berlin, NH

- Provided system coordination, symptom management, crisis intervention and consumer advocacy
- Assessed, planned, monitored and referred clients to any medical, social, education or other services they may need or want to pursue
- Created treatment plans to assist clients with reaching goals and their individual potential
- Maintained open communication with treatment team including families, guardians, doctors, therapist
- Provided outreach services according to the treatment plan, including daily living skills, medication support, errands in community, assist and coordinate medical appointments
- Completed all necessary documentation in a timely manner
- Attended weekly meetings

Tri-County Community Action — Nov. 13'-Feb. 16' Lancaster, NH
Tyler Blain Homeless Shelter House Manager

- Managed daily operations of a 13-bed emergency homeless shelter for men, women & children
- Managed shelter staff including but not limited to: scheduling, payroll, interview/hire/dismissals, trainings
- Case managed up to 13 residents; design plans of actions with residents to end homeless cycle
- Was a positive role model and mentor; educate and support residents of NH rights and laws
- High paced environment & and crisis management while assessing clients' needs
- Assisted residents with receiving supportive services as needed i.e. State & Federal assistance, mental health services,

AA/SA services, budget counseling

- Updated existing rules and regulations for shelter operations; create new templates for invoices as needed
- Maintained structural upkeep of shelter and house vehicle
- Completed monthly town billing invoices
- Performed residential intake and exit paperwork
- Provided crisis intervention, safety planning, and resource information to residents and callers
- Assisted with fundraising/collecting donations
- Ensured that the shelter is supplied with food, medicines and cleaning supplies 24/7
- Recorded residents HMIS data into NH HMIS Service Point database
- Maintained daily detailed records of resident's progress and complete reports in a timely manner
- Upheld and maintained client confidentiality
- Assessed all monthly databases to ensure all data is current
- Attended local and state meetings
- Coordinated shelter staff meetings and residential meetings as needed
- Assisted Executive Director in Grant Writing
- Submitted monthly reports on shelter statistics
- Ordered monthly food/supplies from NH Food Bank & USDA
- Inventoried quarterly statistics for NH Food Bank; Monthly inventory of USDA
- Aided the public with an emergency food panty
- Established and maintained positive, productive working relationships with mental health offices, town welfare offices, legal aid, DV shelters, and other community/state providers of services and resources to the homeless
- Educated public & local/state resources on homeless assistance and shelter operations
- Interim Director of Homeless Programs daily operations when Direct Supervisor was unavailable

Tri-County Community Action Aug. 10'-Nov.13' Tamworth, NH

Homeless Outreach/PATH Coordinator Carroll County

- Identified clients who are unsheltered homeless through direct outreach activities & through reports/referrals by shelters, police, churches, town welfare officers, community resources, human service providers and others
- Established if clients are eligible for PATH (mental health) services; developed a service plan
- Took appropriate action to deal with any homeless emergency
- Established and maintained positive, productive working relationships with mental health offices, town welfare offices, legal aid, DV shelters, and other community/state providers of services and resources to the homeless
- High paced environment & and crisis management while assessing client's needs & referring to proper resources
- Educated and advocated for client's rights via RSA 165
- Educated and advocated housing/rental laws for clients/landlords
- Implemented, budgeted, and provided detailed reports on grant programs (McKinney/EFSP/ESG/10Bricks) used to assist with rental arrears, food, mortgage payments to prevent foreclosure, medication, utility disconnects, utility deposits, etc....
- Maintained detailed client records through homeless/PATH databases, activity logs and completed reports in a timely manner and maintain confidential information appropriately
- Prepared monthly expense reports & worked within budget constraints
- Implemented and marketed state funded programs for first month' s rent & security deposit(RALPH/HSGP)
- Followed guidelines to see if clients are eligible for programs and assisted clients with monthly budgeting
- Hired, trained & managed staff member
- Provided case management & landlord/tenant mediation as needed
- Performed inspection in apartments to ensure health & safety codes are up to date
- Assisted with annual fundraising
- Implemented Federal HPRP Program
- Attended quarterly/annual trainings & conferences
- Assisted State & Federal Agencies (FEMA, Homeland Security, Red Cross) with 2012 Hurricane Irene Disaster Relief

Tri-County Community Action Oct. 09'-Aug. 10' Berlin, NH
HPRP Housing Advocate, Full time

- Assessed & determined client's eligibility for the HPRP Program, Housing Win!!, through referrals from shelters, prisons, churches, town welfare officers, mental health providers and others
- Conducted detailed inspection of the rental unit
- Established & maintained a positive working relationship with landlords, property managers, town welfare officers, prisons, churches, shelter & mental health providers
- Conducted follow ups with clients to ensure rental unit/budget is sustained
- Landlord/Tenant Mediation as needed

Stephens College-Science Dept. Sept. 01'-May 05' Columbia, MO
Forensic/Microbiologist/Research lab assistant/Assistant Teacher/Part time

- Maintained lab and lab equipment using standard operating practices
- Identified bacteria, mold & analyzed cells under microscopes
- Operated centrifuge, spectrometer, PCR, electrophoresis, thermal cycler
- Assisted students with blood spatter, fingerprint, hair/fiber analysis
- Taught Forensic Profiling to freshman courses
- Participated in research project 'Lead Remediation in Herculaneum, MO' with Dr. Tara Giblin
- Participated in research project with Univ. of Missouri with Dr. Craig Franklin 'Sex Influence on chronic intestinal inflammation in Helicobacter hepaticas'

EDUCATION:

Southern NH University 2016-2019 (online)
Psychology, BA with an emphasis in mental health

Stephens College 2000-2005 (Columbia, MO)
Biology Health and Science, BS

- Student Government Association, Class Vice President 00'-03
- Student Government Association, Senator 2004
- Psychology Club Member 03'-05'
- Outstanding Peer Biology Award 2002 & 2003
- Honorary Science Club Tri-Beta Member 00'-05'
- Assistant Coach Division III Soccer Team 00'-03'
- Assistant Coach Division III Basketball Team 00'-03'

SKILLS:

- Vast knowledge of Medicare/NH Medicaid
- Vast knowledge of DHHS benefits
- Aptitude for State and Federal laws
- NH HMIS Certified (Homeless Management Information System)
- Worked with at risk population, elderly, disabled, mentally ill for 14 years
- Assist with SSDI/SSI applications
- Assist clients with all state and federal benefits
- NH Food Bank Certified (Shopper Orientation; Food Safety)
- PC/MAC proficient/Microsoft Office Suite, Adobe Photoshop, IE, Chrome, Mozilla
- Savvy in Windows NT, 2000, Vista, 7, 8, 10 operating systems
- Strategies of Eliminating Violent Episodes certified (SOLVE) 6/03'
- Illness Management & Recovery certified (IMR) 11/07'
- Completed Crisis Prevention Intervention Training 10'-12'
- NH Easy Certified 3/10'

- Burn Out Training5/11'
- SOAR (SSI/SSDI Outreach Access & Recovery) certified 8/11'
- Mental Health First Aid Training 6/12'
- CPR/First Aid certified 18'
- Narcan/Naloxone Training 18'
- HIV/Aids Training for Recovery Support Workers certification 8/18'
- Suicide Prevention Training for Recovery Support Workers certification 8/18'
- Supervising Peer Recovery Support Workers certificate 12/18'
- Recovery Coach Academy certificate 01/19'
- Ethical Considerations for Recovery Coaches certificate 8/19'

Stephanie A. Gould, LCMHC, M.Ed

[redacted]

June 2020- Present **North Country Health Consortium**

Clinical Director-NCHC Clinical Services Program

• Works with Administrative and Operations Director-Clinical Services to deliver quality clinical services and ensure that all programs are evidenced-based ; Serves as key member of Clinical Services Leadership Team; communicates with the Administrative Director regarding clinical decisions made concerning the delivery of treatment to clients and issues raised by staff members and/or others, which impact, the administration or clinical delivery of programs

•Responsible for the administration and supervision of all clinical components of residential, Intensive outpatient, and outpatient clinical programs (both in-person or via telehealth) and assists in the development of new programs and program components as needed; develops and implements systems related to clinical components of the programs.

• Ensures compliance with internal, local, state, and federal funding regulations and programming guidelines in conjunction with the Clinical Services Administrative and Operations Director; completes all requirements of the clinical program audits by funders in conjunction with Administrative and Operations Director

• Responsible for the delivery of the programs as mandated by NCHC, BDAS, federal, state, and local ordinances, and those of other funding agencies including in-depth knowledge of contractual agreements, policies and procedures and e scope of services as outlined per the agreements

• Works with Administrative and Operations Director to develop and update clinical program policies as needed and reviews and approves all clinical policies annually at a minimum by October 1 of each year

• Provides overall supervision of clinical staff (including case management) and provides individual supervision per guidelines below ensuring proper licenses are maintained and that treatment provided is appropriate to license and program requirements

• Provides clinical direction and day-to-day supervision of clinical staff (including volunteers and /interns), providing ethical, sound, therapeutic treatment and managing the day-to-day clinical programs and support staff in the development of skills required to provide programming

• Chairs the daily team planning and review process ensuring that all issues have been addressed and staff fully understands follow-through procedures; chairs weekly clinical meetings to review and ensure clinical caseloads are handled appropriately while supporting and guiding clinical staff; ensures discharge planning and follow-up meets all program requirements.

• Oversees clinician schedules to ensure client needs and that caseload requirements are met

• Responsible for the scheduling of clinical team to ensure shift coverage and coverage for 24/7 on call system, vacations, holidays, medical leaves, etc. Coordinates coverage with Administrative Director to serve as back up to on call

• Works closely with intake department to ensure all admissions are appropriate to level of care provided in NCHC clinical programs and oversees referral to appropriate resources should recommended level of care be unavailable(i.e. interim services for wait list, clients with dual diagnoses, high level of medical or mental health needs)

• Completes all supervision paperwork and data required by funders and regulatory bodies (CARF, BDAS, etc.) by deadlines

•Responsible for the education of all staff surrounding the Federal, State, and local mandates that impact the delivery of the treatment components; trains residential support staff to lead evidenced based educational groups and ensures staff meet requirements regarding training and CRSW requirements; trains all clinical staff in ASAM, SMART goals, and other relevant clinical skills necessary for their roles

• Completes quarterly clinical chart Reviews and addresses any areas of non-compliance with clinical staff through individual and group training; contributes to quality data collection and actively participates in clinical quality improvement activities

• Responsible for the confidentiality of all client records

• Works with local partners to ensure that the continuum of care components are at their optimum levels and that appropriate referrals are made to community, state, and federal resources

• Participates in staff, clinical review, program leadership, quality improvement meetings and others as requires

• Conducts in-service trainings after attendance of an outside educational workshop

• If staffing requires, provides individual, family and group alcohol/drug education counseling

• Carries out administrative tasks and any assignments as deemed necessary and as assigned by the Administrative Director

• Duties, responsibilities, and activities may change, or be added at any time with or without notice.

Specific Duties related to Clinical Director's licensure:

• Supervision of all LCMCH qualifying clinicians on a weekly basis and supervision of RSS Supervisor, with oversight of RSS functions and duties

February 2019- May 2020 North Country Health Consortium

SAP Facilitator/Continuum of Care Facilitator

• Serves half time as the Continuum of Care facilitator for the RPHN to collaborate with coalitions and community partners throughout the region with the goal of expanding access, improving care transitions, and facilitating collaboration/partnerships that improve capacity and quality of behavioral health prevention, intervention, treatment and recovery services in the North Country.

• Serves half time as the Student Assistance Program Facilitator for the North country to facilitate 8 contracts held by NCHC with regional SAUs. Duties include supporting student assistance program (SAP) professionals in schools through individual consultation and supervision, leading a monthly Learning Collaborative for SAPs, working with NCHC team to provide technical assistance in prevention reporting to the sate (PWITS), and providing resources that support SAP prevention efforts within their school and communities.

August 2018- February 2019 Genesis Behavioral Health (LRMHC) New Hampshire

Hospital Liaison

• Conducts aftercare and discharge planning for individuals (both Adult Services and Child and Family Services) discharging form inpatient psychiatric facilities to LRMHC catchment area per state regulations and required time frames.

• Provides clinical consultation, case review, and coordination of care with attending medical staff, treatment team, discharging hospitals, and family supports.

• Tracks and facilitates transfer an assumption of probate documentation for patients on conditional discharge from state hospital.

Sep 2015- April 2018 Granite State College (USNH) New Hampshire

Academic Advisor

• Advises student through all stages of the student lifecycle on admissions, enrollment, academic program policies, and degree completion planning.

• Applies Appreciative Advising theory to coach students in identifying their strengths, academic and career interests, and guides students in achieving their set goals.

• Monitors the academic progress and enrollment of all students assigned in caseload and preforms retention tasks according to advising outreach calendar.

• Participates in inter-department training(s) to continuously gain more in-depth curriculum knowledge, increase advisor and faculty collaboration, and provide continued exposure to career-specific requirements and trends.

• Provides information on transfer-ability of college-level learning and prior learning opportunities and process.

• Provides face-to-face, telephone, and web-based support to assist students with applying to the college, registering for classes, setting up accounts, and accessing student support services.

• Provides initial stage of career guidance, directing students to Career Services for more in-depth counseling and support.

• Provides initial guidance on disability services options, directing them to Disability Services for assistance with accommodation plans.

• Provides students with information on Student Counseling Services for non-academic hardships support.

• Responsible providing "gold standard" customer service.

• Responsible for the function of coordinating and supervising of our work study.

• Assist in the general needs of the campus and be responsive and welcoming to all customers that enter

• Daily usage of college wide technology platforms to access student data: email client (Outlook), system of record database (BANNER), degree evaluation software (GPS), and reporting platforms (APEX/WebI).

• Mentor and cross train with other advisors to share best practices and promote consistency to improve the overall student experience.

• Attend special events to represent advising and participate on institutional committees as needed.

Nov 2012- Aug 2015 MHN Government Services New Hampshire

Military and Family Life Consultant (MFLC)

•Provide JFSAP Military and Family Life Consultant services in the form of face to face non-medical, solution focused counseling to service members and their families throughout the state of New Hampshire.

•Provide psycho-educational presentations and briefings for military (as requested by command) and for service members/families throughout the deployment cycle at Yellow Ribbon Events.

•Conduct efforts to establish partnerships and inform civilian, community-based service on military culture, referral sources, and common issues that military families face.

•Utilize clinical skills to screen for and make appropriate referrals for individuals that demonstrate a clinical need.

For full role see www.mhngs.com/app/programsandservices/mflc_program.content

Jan. 2011-Nov. 2012 S. Gould Counseling Services Plymouth, NH

•Contract with MHNGS (40 hours per week) to provide New Hampshire JFSAP Military and Family Life Consultant services to all branches of New Hampshire based eligible service members (and their families).

See MFLC role as highlighted above.

August 2010- Nov 2012 Northern Human Services Conway, NH

Clinical Director

• Manage, develop, and maintain contracts with community organizations.

• Provide clinical supervision to 8 clinicians, implement agency policy, provide Emergency Services.

• Integrate and manage best clinical practices across multiple teams/disciplines.

• Provide support and training for technical and clinical skill development to support documentation.

• Collaborate with Management Team to improve fiscal outcomes and resilience.

• Track, analyze, and address productivity issues.

• Serve on technology related committees and workgroups dedicated to the implementation of an electronic medical record.

March 2009-Jan. 2010 The Davenport School Jefferson, NH

Clinical Coordinator

•Provide individual and group counseling to court adjudicated youth in intensive residential treatment program for adolescent girls.

•Work with Department of Juvenile Justice, The Division for Children, Youth and Families, legal representatives and court representatives to provide, determine, and implement clinical services to youth and families.

•Provide education and clinical supervision to direct care staff and family workers.

•Research and develop assessment and reporting systems that measure consumer needs and treatment results while satisfying best treatment practices and payer/funding source reporting requirements.

August 2008-March 2009 LifeShare Management, Inc. Manchester , NH

Regional Director, North

•Responsible for all facets of program implementation and development, including the hiring and supervision of staff, budget, obtaining referrals and tracking program efficacy.

•Be aware of and implement state and federal regulatory guidelines to include Medicaid billing practices and service quality/best practices.

•Provide clinical supervision and some direct care, including emergency services.

•Meet monthly documentation deadlines and maintain clinical records in accordance with HIPPA standards.

April 2001- July 2008 Genesis Behavioral Health Plymouth, NH

Clinical Coordinator, Plymouth

•Provide clinical and administrative supervision to up to 10 clinicians and employees.

•Track caseloads, documentation and staff productivity.

•Work with the Director to allocate resources to maximize revenue generation.

•Work with Quality Assurance to interpret and implement practices that conform to Federal and State regulations pertaining to community mental health service delivery.

•Conduct regular audits of clinical documentation.

•Work under significant pressure: evaluate and develop dispositions for psychiatric emergencies.

•Work with the interdisciplinary team to develop, monitor,.and implement psychotherapeutic and psychopharmacological intervention

Dec. 2003- Jan. 2007 North Woods Counseling, L.L.C. Campton, NH

Partner/ Clinician

•Manage and organize all office activities relevant to supporting and running a private clinical mental health practice including accounts receivable, account tracking, budget development and management, and technology needs.

•Develop and maintain community relationships to develop healthy referral base as well as produce print marketing media.

Dec. 2002- Nov. 2003 Riverbend Community Mental Health, Inc. Franklin, NH

Child and Family Therapist

•Provide clinical assessment, psychotherapy, and case management services to children (and their families) experiencing symptoms of mental illness.

•Work effectively in an interdisciplinary team approach.

Sept. 2001- Nov. 2002 Plymouth State University Plymouth, NH

Director of Women's Services and Gender Resources

•Structure, maintain and account for department budget.

•Redesign mission and priorities for direct services and education.

•Secured $20,000 budget increase for Center in year 2002 and obtained reclassification of position to "Director" status.

•Supervise and provide guidance to staff.

•Organize, conduct and arrange for media coverage and conduct community outreach to support delivery of educational messages.

•Design and implement multi-faceted educational and informational campaigns, including production of revised web site and print material.

•Plan and execute fundraising events/campaigns

EDUCATION

Bachelor of Arts in General Studies, Concentration in Advertising

Texas Tech University Lubbock, TX May 1994

Master of Education: Mental Health Counseling

Plymouth State University Plymouth, NH May 2001

CERTIFICATIONS/LICENSURES

Licensed Mental Health Counselor, State of NH #541

RELATED EXPERIENCE

-Trained and served as a provider for the NH Attorney General's Victim Assistance Provider Network

-Trained volunteer for NH DBHRT (Disaster Behavioral Health Response Team)

North Country Health Consortium Clinical SUD Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Carrie Laflamme	Director of Administration and Operations, NCHC Clinical SUD Services	$79,040	Varies with Payer mix	Varies with Payer mix
Stephanie Gould	NCHC Clinical Director, NCHC Clinical Services	$70,512	Varies with Payer mix	Varies with payer mix