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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

February 3, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with the North Country Health Consortium, Vendor #158557-B001, 262 Cottage Street, Suite 230, Littleton, NH 03561, in an amount not to exceed \$80,000, to improve hypertension management and care to reduce the risk of heart disease and stroke for New Hampshire residents living with hypertension in the North Country Public Health Region, to be effective the date of Governor and Council approval through June 30, 2016. 100% Federal Funds.

Funds are available in the following account(s) for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90017317	40,000
SFY 2016	102-500731	Contracts for Prog Svc	90017317	40,000
			Sub Total	\$80,000

**EXPLANATION**

Services provided under this contract will improve hypertension management and care to reduce the risk of heart disease and stroke for New Hampshire residents living with hypertension. Training and technical assistance will be provided to health care systems that target towns in the North Country Public Health Region to increase the use of team-based care in hypertension management.

Co-management of patients by multi-disciplinary teams has been found to increase blood pressure control and decrease the cost of care. The services shall include conducting an assessment of current practices and needs related to the use of team-based care for hypertension management in health care systems, and providing training and technical assistance to increase the use of this model in health systems throughout the North Country Public Health Region.

Heart disease and stroke are the second and fourth leading causes of death in New Hampshire. Hypertension is a risk factor for heart disease and stroke. In 2011, approximately 31% of New Hampshire adults reported having hypertension. National estimates show that half of adults with hypertension do not have it controlled. Approximately 90% of adults with uncontrolled hypertension have a usual source of healthcare and about 85% have health insurance.

In May 2012, the CDC released the Task Force on Community Preventive Services recommendations for team-based care for improving blood pressure control on the basis of strong evidence of effectiveness. According to the Task Force, team-based care is established by adding new staff or changing the roles of existing staff to work with a primary care provider. Each team includes the patient, the patient's primary care provider, and other non-physician professionals such as nurses, pharmacists, dietitians, social workers, patient navigators, and/or community health workers. Team members provide process support such as team huddles and share responsibilities of hypertension care to complement the activities of the primary care provider. These responsibilities include medication management; patient follow-up; and adherence and self-management support. Co-management of patients by multi-disciplinary teams has been found to increase hypertension control and decrease the cost of care.

Should Governor and Executive Council not authorize this Request, the ability to reduce the health and economic burden from heart disease and stroke through hypertension management may be jeopardized.

North Country Health Consortium was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from December 3, 2014 through January 7, 2015.

One proposal was received in response to the Request for Proposals. Four reviewers who work internal to the Department reviewed the proposal. The reviewers represent seasoned public health administrators and managers who have between five to 30 years' experience managing agreements with vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals. The final decision was made through consensus scoring. The Bid Summary is attached.

As referenced in the Request for Proposals and in the contract, this competitively procured Agreement has the option to extend for two (2) additional year(s), contingent upon mutual agreement of the parties, availability of funding, satisfactory delivery of services, and subsequent approval by the Governor and Executive Council.

The following are key performance measures that will be used to measure the effectiveness of the agreement:

- Percentage of training participants who report increased knowledge of team-based care
- Proportion of health care systems with policies or systems to encourage team-based care in hypertension management
- Proportion of patients with hypertension that have self-management plans (in targeted health care system(s))

- Proportion of patients with hypertension in adherence to medication regimens (in targeted health care system(s))

Area served: Statewide.

Source of Funds: 100% Federal Funds from the U.S. Centers for Disease Control and Prevention.

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

Respectfully submitted,

  
José Thier Montero, MD, MHCDS  
Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner



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

**Training & Technical Assistance to  
 Increase the Use of Team-Based Care  
 in Hypertension Management**

**15-DHHS-DPHS-CCD-07**

RFP Name

RFP Number

Reviewer Names

**Bidder Name**

1. **North Country Health Consortium**

2. **0**

3. **0**

Pass/Fail	Maximum Points	Actual Points
87%	140	122
	140	0
	140	0

1. Marisa Lara, Program Mgr, 5 Years Experience

2. Curtis Metzger, Program Manager, 11 years experience

3. Dolores Cooper, Financial Manager, 34 Years Experience

4. Shelley Swanson, Administrator, 21 Years Experience

5.

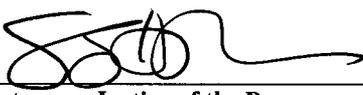
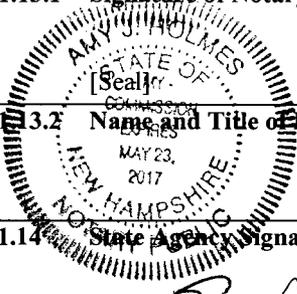
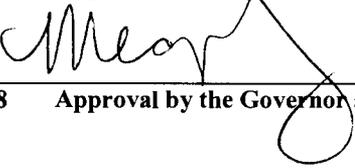
Subject: Hypertension Management in the North Country Public Health Regions Health Care Systems

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> North Country Health Consortium		<b>1.4 Contractor Address</b> 262 Cottage Street, Suite 230 Littleton, NH 03561	
<b>1.5 Contractor Phone Number</b> 603-259-3700	<b>1.6 Account Number</b> 05-95-90-902010-1227-102-500731	<b>1.7 Completion Date</b> 6/30/2016	<b>1.8 Price Limitation</b> \$80,000
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Nancy Frank, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Grafton</u> On <u>2/2/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 			
<b>3.2 Name and Title of Notary or Justice of the Peace</b>  Amy J. Holmes, Notary			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Leple-Attorney On: <u>2/17/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this 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:   n7    
Date:   2/2/15

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: NT  
Date: 2/2/15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer - identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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



## Exhibit A

### SCOPE OF SERVICES

#### 1. Required Services

- 1.1.1. Year 1 Required Activities
  - 1.1.2. Assess the use of team-based care in hypertension management in the North Country Public Health Region health care systems. The assessment must include, but is not limited to the following elements:
    - 1.1.2.1. Current practices related to team-based care;
    - 1.1.2.2. Barriers to implementation of team-based care;
    - 1.1.2.3. Training and technical assistance needs of health care systems;
    - 1.1.2.4. Proportion of health care systems with policies or systems (this includes regulations, procedures, protocols, quality improvement processes, structures, arrangements, administrative actions, incentives, or voluntary practices of institutions) to encourage a multi-disciplinary team approach to blood pressure control..
  - 1.1.3. Promote team-based care through sharing of promising practices, recognition efforts, establishing partnerships and teams, providing technical assistance.
  - 1.1.4. Provide training to increase the use of team-based care in hypertension management in health care systems. This should include, at a minimum:
    - 1.1.4.1. Deliver training (via in person or web-based sessions) on team-based care to physicians, non-physician health team members, and public health partners that provide community support for disease management.
    - 1.1.4.2. Provide CEUs and CMEs as necessary for physicians, nurses, and/or other licensed practitioners who complete training.
    - 1.1.4.3. Provide evaluation summary of all professional development activities quarterly.
    - 1.1.4.4. Support other training as required by DHHS/DPHS.
  - 1.1.5. Year 2 Required Services
    - 1.1.1. Provide technical assistance to increase the use of team-based care for hypertension management in health care systems. Types of technical assistance shall include, but is not limited to:
      - 1.1.1.1. Assist practices interested in obtaining, upgrading, maintaining or renewing Patient Centered Medical Home recognition status.
      - 1.1.1.2. Assist practices to develop policies or systems that encourage a team-based approach to chronic disease management.
      - 1.1.1.3. Assist practices to implement the team-based care model to increase the proportion of patients with hypertension that have self-management plans.



## Exhibit A

- 1.1.1.4. Assist practices to implement the team-based care model to increase the proportion of patients with hypertension who adhere to medication regimens.
- 1.1.1.5. Other technical assistance activity as required by DHHS/DPHS.
- 1.1.1.6. Assessment of blood pressure must be included; however bidders may also choose to address other chronic conditions such as diabetes.
- 1.1.2. Evaluation follow-up with participants to:
  - 1.1.2.1. Evaluate knowledge gained through training provided in years 1 & 2, and whether it contributed to change at the practice or systems level.
  - 1.1.2.2. Evaluate whether technical assistance provided in year 2 contributed to change at the practice or systems level.
- 1.1.3. Additional training may be provided in year 2, but the main focus will be on providing technical assistance to implement team-based systems of care in health care systems.

## 2. Work Plan

The Contractor shall:

- 2.1.1. Work with the DHHS to finalize the year 1 work plan within 30 days of the effective date of the contract.
- 2.1.2. Draft and submit to the DHHS, the year 2 work plan 90 days prior to the end of year 1.
- 2.1.3. Work with the DHHS to finalize the year 2 work plan prior to the start of year 2.
- 2.1.4. The work plan shall include activities, person(s) responsible, timeline, and target population.

## 3. Performance Measures

- 3.1.1. The Contractor shall ensure that the following performance measures are achieved in Year 1 and monitored monthly:
  - 3.1.2. Develop and submit a report to the DHHS that details the findings of team-based care in hypertension management assessment
  - 3.1.3. Number of trainings provided to practices or systems
  - 3.1.4. Percentage of training participants who report increased knowledge of team-based care
- 3.1.5. The Contractor shall ensure that the following performance measures are achieved in Year 2 and monitored monthly:
  - 3.1.6. Number of practices or systems that received technical assistance
  - 3.1.7. Proportion of health care systems with policies or systems to encourage team-based care in hypertension management
  - 3.1.8. Proportion of practices/systems that implement team-based systems of care



## Exhibit A

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- 3.1.9. Proportion of patients with hypertension that have self-management plans (in targeted health care system(s))
- 3.1.10. Proportion of patients with hypertension in adherence to medication regimens (in targeted health care system(s))
- 3.1.11. Evaluation of training & technical assistance activities conducted in years 1 & 2.
- 3.1.12. On a quarterly basis, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that did not meet quarterly benchmarks.
- 3.1.13. Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

### 4. Staffing

- 4.1.1. The Contractor shall:
- 4.1.2. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion.
- 4.1.3. Ensure that all staff has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
- 4.1.4. Adhere to the Staffing Contingency Plan process of replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement.
- 4.1.5. Allocate additional resources to the Agreement in the event of inability to meet any performance standard.
- 4.1.6. Notify the DHHS of replacement staff.

### 5. Delegation and Subcontractors

- 5.1.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.
- 5.1.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate.
- 5.1.3. Monitor the subcontractor's performance on an ongoing basis.
- 5.1.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.
- 5.1.5. If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.
- 5.1.6. DHHS shall, at its discretion, review and approve all subcontracts.
- 5.1.7. DHHS reserves the right to approve or reject any subcontractor used for this contract.



## Exhibit A

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### 6. Compliance and Reporting Requirements

- 6.1.1. Compliance Requirements
- 6.1.2. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.
- 6.1.3. Reporting Requirements
- 6.1.4. The Contractor shall submit quarterly programmatic reports updating the DHHS on all activities.
- 6.1.5. The Contractor shall provide copies of fully executed subcontract agreements to DHHS, prior to start of such contracts.
- 6.1.6. The Contractor shall submit annual programmatic reports updating the DHHS on all activities.



## Exhibit B

### Method and Conditions Precedent to Payment

1) Funding Sources:

a. \$40,000 = 100% federal funds from the Centers for Disease Control and Prevention, CFDA #93.757, Federal Award Identification Number (FAIN), U58DP004821, SFY 2015.

b. \$40,000 = 100% federal funds from the Centers for Disease Control and Prevention, CFDA #93.757, Federal Award Identification Number (FAIN), U58DP004821, SFY 2016.

\$80,000 Total

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

a. Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

b. The invoice must be submitted to:

Department of Health and Human Services  
Division of Public Health Services  
Email address: DPHScontractbilling@dhhs.state.nh.us

3) This is a cost-reimbursement contract. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1 – SFY 2015 and SFY 2016 Budgets, and reimbursement shall be made monthly based on actual costs incurred during the previous month. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.

4) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting

Exhibit B – Methods and Conditions Precedent to Payment\_Contractor Initials

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## Exhibit B

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requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

- 5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 6) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- 7) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

MF

2/2/15

**Exhibit B-1 (SFY 2015)  
Budget Form**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: North Country Health Consortium

Training and Technical Assistance to Increase the  
Budget Request for: use of Team-Based Care in Hypertension  
(Name of RFP)

Budget Period: SFY 2015 (date of G & C Approval - 6/30/15)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 25,602	\$ 3,687	\$ 29,289	
2. Employee Benefits	\$ 5,633	\$ 811	\$ 6,444	14.4% Federally-Approved Indirect Cost Rate
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 900	\$ 130	\$ 1,030	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 600	\$ 86	\$ 686	
6. Travel	\$ 400	\$ 58	\$ 458	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 80	\$ 12	\$ 92	
Postage	\$ 80	\$ 12	\$ 92	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 700	\$ 101	\$ 801	
Insurance	\$ 230	\$ 33	\$ 263	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 740	\$ 107	\$ 847	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 34,965</b>	<b>\$ 5,035</b>	<b>\$ 40,000</b>	

Indirect As A Percent of Direct

14.4%

Exhibit B-1 - Budget

Contractor Initials:   NF  

Page 1 of 1

Date:   2/2/15

**Exhibit B-1 (SFY 2016)  
Budget Form**

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

**Bidder/Contractor Name:** North Country Health Consortium

**Budget Request for:** Training and Technical Assistance to Increase the use of Team-Based Care in Hypertension  
(Name of RFP)

**Budget Period:** SFY 2016

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 25,627	\$ 3,690	\$ 29,317	
2. Employee Benefits	\$ 5,638	\$ 812	\$ 6,450	14.4% Federally-Approved Indirect Cost Rate
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 900	\$ 130	\$ 1,030	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 600	\$ 86	\$ 686	
6. Travel	\$ 400	\$ 58	\$ 458	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 80	\$ 12	\$ 92	
Postage	\$ 80	\$ 12	\$ 92	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 700	\$ 101	\$ 801	
Insurance	\$ 230	\$ 33	\$ 263	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 710	\$ 102	\$ 812	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 34,965</b>	<b>\$ 5,035</b>	<b>\$ 40,000</b>	

**Indirect As A Percent of Direct** 14.4%

Exhibit B-1 - Budget

Contractor Initials:   n7  

Date:   2/2/15



**SPECIAL PROVISIONS**

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

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**REVISIONS TO GENERAL PROVISIONS**

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name: North Country Health Consortium

2/2/15  
Date

  
Name: Nancy Frank  
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: North Country Health Consortium

2/2/15  
Date

Nancy Frank  
Name: Nancy Frank  
Title: Executive Director



**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



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**

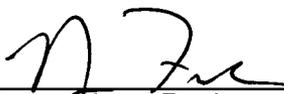
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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 (l)(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: North Country Health Consortium

2/2/15  
Date

  
Name: Nancy Frank  
Title: Executive Director



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

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

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

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

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

Exhibit G

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

Contractor Initials   nj

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: North Country Health Consortium

2/2/15  
Date

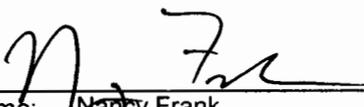
  
Name: Nancy Frank  
Title: Executive Director

Exhibit G

Contractor Initials NF

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

Date 2/2/15



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: North Country Health Consortium

2/2/15  
Date

  
Name: Nancy Frank  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

Brook Dupee  
Signature of Authorized Representative

Brook Dupee  
Name of Authorized Representative

Bureau Chief  
Title of Authorized Representative

2/4/15  
Date

North Country Health Consortium  
Name of the Contractor

Nancy Frank  
Signature of Authorized Representative

Nancy Frank  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

2/2/15  
Date

Contractor Initials NF  
Date 2/2/15



**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.

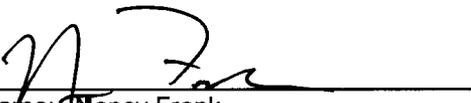
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: North Country Health Consortium

2/2/15  
Date

  
Name: Nancy Frank  
Title: Executive Director



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?

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: _____

# 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 formed October 5, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14<sup>th</sup> day of May A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Ed Shanshala, of North Country Health Consortium, do hereby certify that:

1. I am the duly elected Vice President of North Country Health Consortium;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the North Country Health Consortium, in Minutes dated April 11, 2014;

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

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

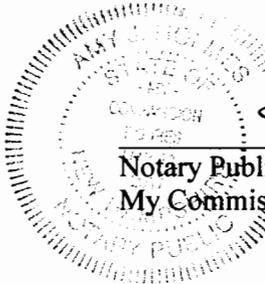
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of February 2, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President of the North Country Health Consortium this 2nd day of February, 2015.

  
\_\_\_\_\_  
Ed Shanshala, Vice President

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by Ed Shanshala.

  
\_\_\_\_\_  
Notary Public Justice of the Peace  
My Commission Expires: May 23, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/27/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Geo M Stevens & Son Co 149 Main Street  Lancaster NH 03584	CONTACT NAME: Patricia Emery
	PHONE (A/C No. Ext.): (603) 788-2555 FAX (A/C No.): (603) 788-3901 E-MAIL ADDRESS: pemery@gms-ins.com
INSURED North Country Health Consortium Inc 262 Cottage Street, Suite 230  Littleton NH 03561	INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company NAIC # 31325 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1512705975 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 INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPA 0238922 17	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			CAA0238923-17	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist property \$ 25,000	
		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							
		A	UMBRELLA LIAB EXCESS LIAB			CUA 5178194-11	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA0277380-16	1/1/2015	1/1/2016	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Health Consortium  
NH Worker's Compensation--Excluded officers are Roxie Severance, Tony Poekert & Ed Shanshala  
This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

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

A.M. PEISCH & COMPANY, LLP

**NORTH COUNTRY HEALTH  
CONSORTIUM, INC. AND SUBSIDIARY  
CONSOLIDATED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2013 AND 2012**



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A.M. PEISCH & COMPANY, LLP  
**AMP**  
SINCE 1920

CERTIFIED PUBLIC ACCOUNTANTS  
& BUSINESS CONSULTANTS

**INDEPENDENT AUDITOR'S REPORT**

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

**Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2013 and 2012, 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 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 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 of 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.

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

- 1 -

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57 Farmvu Drive  
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***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, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

***Other Matter***

***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 Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Nonprofit Organizations*, 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 February 14, 2014, on our consideration of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

*A.M. Peisch and Company LLP*

St. Johnsbury, Vermont  
February 14, 2014  
VT Reg. No. 92-0000102

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY  
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
SEPTEMBER 30, 2013 AND 2012

ASSETS	2013	2012
Current Assets		
Cash and cash equivalents	\$ 635,585	\$ 560,115
Accounts receivable, net:		
Grants and contracts	166,347	174,500
Dental services	2,826	3,817
Certificates of deposit	85,336	83,276
Prepaid expenses	7,992	7,108
Restricted cash - ACO	254,784	289,372
Total Current Assets	<u>1,152,870</u>	<u>1,118,188</u>
Property and Equipment:		
Computers and equipment	82,955	82,955
Dental equipment	57,081	48,649
Furnitures and fixtures	32,257	26,908
Vehicles	4,000	97,368
Accumulated depreciation	(130,098)	(212,496)
Property and Equipment, net	<u>46,195</u>	<u>43,384</u>
Total assets	<u>\$ 1,199,065</u>	<u>\$ 1,161,572</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 43,248	\$ 28,983
Accrued expenses	3,346	27,121
Accrued wages and related liabilities	55,109	52,867
Cash held in trust - ACO	120,931	75,588
Deferred revenue	199,617	236,523
Deferred revenue - ACO	133,853	213,784
Total Current Liabilities	<u>556,104</u>	<u>634,866</u>
Total Liabilities	<u>556,104</u>	<u>634,866</u>
NET ASSETS		
Unrestricted	642,961	526,706
Total net assets	<u>642,961</u>	<u>526,706</u>
Total liabilities and net assets	<u>\$ 1,199,065</u>	<u>\$ 1,161,572</u>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012**

	2013	2012
Support:		
Grant and contract revenue	<u>\$ 1,277,583</u>	<u>\$ 1,202,197</u>
Revenue:		
Dental patient revenue	98,203	145,313
Fees for programs and services	251,622	90,099
Interest income	3,534	3,321
Other income	-	3,483
Gain on sale of property and equipment	5,456	-
Total Revenue	<u>358,815</u>	<u>242,216</u>
Total Support and Revenue	<u>1,636,398</u>	<u>1,444,413</u>
Program Expenses:		
Workforce	418,788	521,566
Public health	186,754	201,462
Molar	230,569	149,552
CSAP	369,715	308,392
North Country ACO	152,466	36,216
Total Program Expenses	<u>1,358,292</u>	<u>1,217,188</u>
Management and general	161,851	215,486
Total Expenses	<u>1,520,143</u>	<u>1,432,674</u>
Increase in net assets	116,255	11,739
NET ASSETS, beginning of the year	<u>526,706</u>	<u>514,967</u>
NET ASSETS, end of year	<u><u>\$ 642,961</u></u>	<u><u>\$ 526,706</u></u>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2013**

	Workforce	Public Health	Molar	CSAP	North Country ACO	Total Program	Management & General	Total
<b>Personnel:</b>								
Salaries	\$ 195,561	\$ 71,449	\$ 106,443	\$ 136,853	\$ 85,319	\$ 595,675	\$ 49,704	\$ 645,379
Payroll taxes and employee benefits	36,711	14,232	21,417	26,982	16,950	116,292	8,854	125,146
Subtotal	<u>232,272</u>	<u>85,681</u>	<u>127,860</u>	<u>163,835</u>	<u>102,269</u>	<u>711,917</u>	<u>58,558</u>	<u>770,475</u>
<b>Site Expenses:</b>								
Computer supplies	6,884	2,124	4,582	4,037	2,695	20,322	1,248	21,570
Medical and pharmacy supplies	51,137	74,371	60,588	110,357	-	296,453	1,443	297,896
Office supplies	6,727	5,704	2,565	7,592	1,317	23,905	2,099	26,004
Subtotal	<u>64,748</u>	<u>82,199</u>	<u>67,735</u>	<u>121,986</u>	<u>4,012</u>	<u>340,680</u>	<u>4,790</u>	<u>345,470</u>
<b>General:</b>								
Bad debt (recovery)	-	-	7,565	-	-	7,565	(220)	7,345
Depreciation	-	-	5,065	-	-	5,065	9,861	14,926
Dues and memberships	3,988	1,417	120	1,032	218	6,775	3,063	9,838
Education and training	2,718	785	2,826	2,138	3,290	11,757	6,956	18,713
Equipment	2,551	-	1,620	-	-	4,171	-	4,171
Rent and occupancy	2,979	784	1,828	2,045	1,241	8,877	55,640	64,517
Insurance	866	683	600	675	401	3,225	3,998	7,223
Miscellaneous	-	-	(990)	-	-	(990)	3,569	2,579
Data collection contract	-	-	-	-	28,688	28,688	-	28,688
Payroll processing fees	-	-	-	-	-	-	3,882	3,882
Postage	1,094	403	442	531	382	2,852	170	3,022
Printing	2,951	474	189	188	70	3,872	51	3,923
Professional fees	13,307	4,085	6,927	7,966	8,049	40,334	8,446	48,780
Training fees and supplies	81,167	3,265	508	53,192	136	138,268	1,007	139,275
Travel	8,441	5,815	2,408	14,690	3,268	34,622	1,726	36,348
Telephone	1,706	1,163	1,552	1,437	442	6,300	354	6,654
Vehicle expense	-	-	4,314	-	-	4,314	-	4,314
Subtotal	<u>121,768</u>	<u>18,874</u>	<u>34,974</u>	<u>83,894</u>	<u>46,185</u>	<u>305,695</u>	<u>98,503</u>	<u>404,198</u>
<b>Total expenses</b>	<b>\$ 418,788</b>	<b>\$ 186,754</b>	<b>\$ 230,569</b>	<b>\$ 369,715</b>	<b>\$ 152,466</b>	<b>\$ 1,358,292</b>	<b>\$ 161,851</b>	<b>\$ 1,520,143</b>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY  
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED SEPTEMBER 30, 2012

	Workforce	Public Health	Molar	CSAP	North Country ACO	Total Program	Management & General	Total
<b>Personnel:</b>								
Salaries	\$ 267,579	\$ 88,326	\$ 92,026	\$ 148,458	\$ 19,229	\$ 615,618	\$ 71,208	\$ 686,826
Payroll taxes and employee benefits	52,847	19,535	16,632	28,407	-	117,421	19,847	137,268
Subtotal	320,426	107,861	108,658	176,865	19,229	733,039	91,055	824,094
<b>Site Expenses:</b>								
Computer supplies	6,649	2,334	3,611	3,923	499	17,016	1,537	18,553
Medical and pharmacy supplies	49,277	70,908	13,623	65,367	-	199,175	3,164	202,339
Office supplies	14,728	1,566	1,114	8,134	54	25,596	14,299	39,895
Subtotal	70,654	74,808	18,348	77,424	553	241,787	19,000	260,787
<b>General:</b>								
Bad debt (recovery)	-	-	6,164	-	-	6,164	(3,452)	2,712
Depreciation	-	-	1,774	-	-	1,774	11,877	13,651
Dues and memberships	1,260	50	99	400	-	1,809	1,092	2,901
Education and training	7,486	61	35	177	12,000	19,759	2,442	22,201
Dental equipment	-	-	-	-	-	-	-	-
Equipment	(1,411)	294	739	(436)	-	(814)	(3,625)	(4,439)
Rent, housing, and occupancy	-	-	-	-	2,367	2,367	60,170	62,537
Insurance	-	32	720	-	-	752	9,356	10,108
Miscellaneous	107	480	1,272	18	-	1,877	1,383	3,260
Payroll processing fees	-	-	-	-	-	-	3,320	3,320
Postage	2,043	321	483	601	137	3,585	341	3,926
Printing	3,045	-	270	24	-	3,339	-	3,339
Professional fees	25,111	6,138	3,497	7,594	1,700	44,040	18,773	62,813
Training fees and supplies	69,745	259	541	34,529	-	105,074	853	105,927
Travel	20,250	8,575	1,829	9,462	230	40,346	1,007	41,353
Telephone	2,850	2,583	2,603	1,734	-	9,770	1,894	11,664
Vehicle expense	-	-	2,520	-	-	2,520	-	2,520
Subtotal	130,486	18,793	22,546	54,103	16,434	242,362	105,431	347,793
<b>Total expenses</b>	<b>\$ 521,566</b>	<b>\$ 201,462</b>	<b>\$ 149,552</b>	<b>\$ 308,392</b>	<b>\$ 36,216</b>	<b>\$ 1,217,188</b>	<b>\$ 215,486</b>	<b>\$ 1,432,674</b>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012**

	2013	2012
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in net assets	\$ 116,255	\$ 11,739
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	14,926	13,651
Bad debt expense	7,345	2,712
(Gain) on sale of asset	(5,456)	-
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	8,153	79,209
Accounts receivable - Dental services	(6,354)	8,752
Prepaid expenses	(884)	(1,710)
Restricted cash - ACO	34,588	(289,372)
Increase (decrease) in operating liabilities:		
Accounts payable	14,265	(16,518)
Accrued expenses	(23,775)	(9,010)
Accrued wages	2,242	(241)
Cash in trust - ACO	45,343	67,431
Deferred revenue	(36,906)	187,146
Deferred revenue - ACO	(79,931)	213,784
Net cash provided by operating activities	<u>89,811</u>	<u>267,573</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of certificates of deposit	(26,226)	(25,880)
Maturities of certificates of deposit	24,166	24,011
Purchases of property and equipment	(17,781)	(10,067)
Proceeds from sale of property and equipment	5,500	-
Net cash used by investing activities	<u>(14,341)</u>	<u>(11,936)</u>
Net increase in cash and cash equivalents	75,470	255,637
Beginning cash and cash equivalents	<u>560,115</u>	<u>304,478</u>
Ending cash and cash equivalents	<u>\$ 635,585</u>	<u>\$ 560,115</u>

See accompanying notes.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

#### Nature of activities

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

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

The Organization's primary programs are as follows:

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

*State Activities* – To conduct community substance abuse prevention activities, coordination of public health networks, and promote community emergency response plan.

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

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

#### Principles of consolidation

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

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

**Use of estimates**

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

**Concentration of risk**

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with the 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 federal and state 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.

**Agency transactions**

North Country ACO receives funding from Medicare that is collected and subsequently disbursed to member health centers.

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

For the first six months of the year ended September 30, 2013, Medicare provided funds of \$8 per qualifying patient for each member health care center. For the last six months of the year, Medicare provided funds of \$5.13 per qualifying patient for each member health care center. Medicare provided funds for the year ended September 30, 2012 in the form of a one-time payment of \$36 and monthly payments of \$8 per qualifying patient for each member health care center. Amounts received aggregated \$457,849 and \$488,292 as of September 30, 2013 and September 30, 2012, respectively.

In the year ended September 30, 2013, \$6 per qualifying patient was disbursed to the member health care centers for a total disbursement of \$412,704. The difference between what was paid to the centers and what was received came out of deferred revenue. In the year ended September 30, 2012, the \$36 initial payment and \$6 per qualifying patient was disbursed to the member health care centers for a total disbursement amount of \$412,704. The payments of \$412,704 and the related cash receipts are classified as agency transactions as they arose from the collection of cash for the benefit of another party and, therefore, are not recorded as revenue or expenses on the Organization's books.

**Cash and cash equivalents**

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

**Restricted cash - ACO**

Restricted cash – ACO consists of advanced funding received from Medicare to be used as follows:

2013	2012	
\$ 120,931	\$ 213,784	Development of the administrative and financial infrastructure of North Country ACO
133,853	75,588	Develop systems to improve care coordination, technical improvements, data collection coordination, and promote cost savings
<u>\$ 254,784</u>	<u>\$ 289,372</u>	

**Accounts receivable**

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies.

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

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 circumstance 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 dental service of \$9,260 and \$15,801 as of September 30, 2013 and 2012, and an allowance for doubtful accounts for grants and contracts of \$0 as of September 30, 2013 and 2012. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

**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 amounts over \$2,500. Lesser amounts are generally expensed. Purchased property and equipment is capitalized at cost.

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

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

Depreciation expense totaled \$14,926 and \$13,651 for the years ended September 30, 2013 and 2012, respectively.

**Certificates of deposit**

The Organization has three certificates of deposit with two financial institutions. These certificates carry original terms of 12 months to 60 months, have interest rates ranging from 0.25% to 3.2%, and mature at various dates through June 2015. All certificates are fully insured by the FDIC.

**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.

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

**Deferred revenue – ACO**

Deferred revenue – ACO consists of monies received from Medicare that are applicable to initial funding that are to be used for the purpose of the ACO infrastructure and administration. Revenue is to be recognized as qualified costs are incurred.

**Cash held in trust – ACO**

Cash held in trust – ACO consists of a portion of the monthly Medicare per patient payment received but not yet disbursed to the member health care centers.

**Net assets**

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

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

*Temporarily restricted net assets* – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no temporarily restricted net assets at September 30, 2013 and 2012.

*Permanently restricted net assets* – result from contributions from donors who place restrictions on the use of donated funds mandating that the original principal remain invested in perpetuity. The Organization had no permanently restricted net assets at September 30, 2013 and 2012.

**Income taxes**

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

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

**Functional expenses**

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

**Note 2. Cash Concentrations**

The Organization maintains bank account balances which, at times, may exceed federally insured limits. The Organization has not experienced any losses with these accounts, and management believes the Organization is not exposed to significant credit risk on cash as of September 30, 2013 and 2012.

The Organization attempts to manage credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances were .25% as of September 30, 2013.

**Note 3. Operating Leases**

The Organization leases office space in Littleton, NH under a three year operating lease that expires in February 2014. The Organization has the option to renew the lease for an additional two years.

During fiscal years 2013 and 2012, the Organization leased additional office and clinic space in Berlin, NH. This lease expired September 30, 2013, and was not renewed.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,

2014	\$ 22,367
Thereafter	<u>-</u>
	<u>\$ 22,367</u>

Lease expense for the aforementioned leases was \$62,921 and \$59,142 for the years ended September 30, 2013 and 2012, respectively.

#### **Note 4. 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 2013 and 2012.

The Berlin, NH space is leased from an organization related by common control. Lease payments paid to the related party were \$8,700 and \$8,400 for the years ended September 30, 2013 and 2012, respectively.

The Organization also contracts services from another party related by common control. Amounts paid to this related party were \$71,400 and \$84,242 for the years ended September 30, 2013 and 2012, respectively.

#### **Note 5. 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, 2013 and 2012 were \$12,600 and \$16,200, respectively.

#### **Note 6. 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.

#### **Note 7. Revenue Concentration**

Two funding sources accounted for approximately 22% and 24% of total revenue for the years ending September 30, 2013 and 2012, respectively. Three funding sources accounted for approximately 38% and 33% of the outstanding grants and contracts receivable balance as of September 30, 2013 and 2012, respectively. A substantial reduction in support from these funding sources would have a significant effect on the Organization's programs and activities.

**Note 8. Federal Reports**

Additional reports, required by *Government Auditing Standards* and the OMB Circular A-133, including the Schedule of Expenditures of Federal Awards, are included in the supplements to this report.

**Note 9. Subsequent Events**

The Organization has evaluated subsequent events through February 14, 2014, the date the financial statements were available to be issued.

A.M. PEISCH & COMPANY, LLP

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

**ADDITIONAL REQUIRED REPORTS**

**SEPTEMBER 30, 2013**



NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
YEAR ENDED SEPTEMBER 30, 2013

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Federal Expenditures
<b>U.S Department of Health and Human Services</b>		
<i>Direct Programs:</i>		
Rural Health Care Services Outreach Program	93.912	\$ 160,000
Rural Health Workforce Development Program	93.912	<u>190,919</u>
		<u>350,919</u>
Drug Free Communities	93.276	<u>125,000</u>
<i>Passed through the State of New Hampshire:</i>		
Public Health Emergency Preparedness	93.069	<u>135,252</u>
Prevention and Treatment of Substance Abuse	93.959	<u>64,320</u>
Immunization Cooperative Agreements	93.268	<u>1,964</u>
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	<u>5,209</u>
Healthy Homes/Lead Prevention	93.070	<u>10,159</u>
<i>Passed through the University of Dartmouth Area Health Education Center:</i>		
Public Health Training Centers	93.249	<u>143,631</u>
Area Health Education Centers	93.107	<u>69,924</u>
<i>Passed through Southern NH Area Health Education Center:</i>		
Chronic Disease Self Management Program - ARRA	93.189	<u>3,180</u>
<i>Passed through the National Association of County and City Health Officials:</i>		
Medical Reserve Corps	93.008	5,024
<i>Passed through the JSI Research &amp; Training Institute:</i>		
Medical Reserve Corps	93.008	<u>6,000</u>
Total Medical Reserve Corps		<u>11,024</u>
<b>Total Expenditures of Federal Awards</b>		<b>\$ <u>920,582</u></b>

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, 2013**

**Note 1. Basis of Presentation**

The accompanying schedule of expenditures of federal awards presents the activity of all federal financial assistance and federal cost-reimbursement contracts of North Country Health Consortium, Inc. and Subsidiary (the Organization). The Organization receives federal awards directly and indirectly through pass-through entities.

Federal program expenditures included in the accompanying schedules are presented on the accrual basis of accounting. The information on this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-profit Organizations*.

**INDEPENDENT AUDITORS' 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, NH

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 statement of financial position as of September 30, 2013, and the related consolidated statements of activities and changes in net assets, and consolidated cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 14, 2014.

**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 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.

offices

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

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

181 North Main Street  
St. Albans, VT 05478  
(802) 527-0505

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

57 Farmvu Drive  
White River Jct., VT 05001  
(802) 295-9349

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.

#### **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.

*A.M. Peisch and Company LLP*

St. Johnsbury, Vermont  
February 14, 2014  
VT Reg. No. 92-0000102

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR  
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

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

**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 Circular A-133 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, 2013. North Country Health Consortium, Inc. and Subsidiary's major federal programs are 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 the requirement of laws, regulations, contracts, and grants 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 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.

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offices

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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.

### **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, 2013.

### **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 OMB Circular A-133, 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*A.M. Reisch and Company LLP*

St. Johnsbury, Vermont  
February 14, 2014  
VT Reg. No. 92-0000102

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED SEPTEMBER 30, 2013

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary.
2. No material weakness or significant deficiencies relating to the audit of the 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 OMB Circular A-133.
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 programs.
6. There were no audit findings that are required to be reported in this schedule in accordance with Section 510(a)(3) or (4) of OMB Circular A-133.
7. The programs tested as major programs were U.S. Department of Health and Human Services - Rural Health Workforce Development and Oral Health (CFDA Number 93.912) and U.S. Department of Health and Human Services - Passed Through the University of Dartmouth Area Health Education Center - Public Health Training Centers (CFDA Number 93.249).
8. The threshold for distinguishing Types A and B programs was \$300,000.
9. North Country Health Consortium, Inc. and Subsidiary was determined not to be a low-risk auditee because, for the year ended September 30, 2011, there was a deficiency in internal over financial reporting control that was identified as a material weakness.

**B. FINDINGS – FINANCIAL STATEMENT AUDIT**

There were no reported findings related to the audit of the financial statements for the year ended September 30, 2013.

**C. FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL AWARD PROGRAMS**

There were no reported findings related to the audit of the federal program for the year ended September 30, 2013.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
YEAR ENDED SEPTEMBER 30, 2012**

**2012 and 2011 FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL  
AWARD PROGRAMS**

**2012 Finding:**

There were no reported findings related to the audit of the federal program for the years ended September 31, 2012.

**2011 Finding:**

**U.S. Department of Health and Human Services – Rural Health Workforce CFDA #93.912 and Drug-Free Communities 93.276; U.S. Department of Health and Human Services - Passed through State of NH Department of Health and Human Services – Division of Public Health Services – Public Health Emergency Preparedness CFDA # 93.069**

**C-1 Approval of Expenditures**

*Condition:* Some invoices were paid without the written approval of the Program Director or the Finance Director, as applicable. We also noted instances in which no supporting documentation was available.

*Current status:* We noted no similar instances of noncompliance during the fiscal year ended September 30, 2013 audit.

**The mission of the North Country Health Consortium is:**

*To lead innovative collaboration to improve the health status of the region*

According to the Articles of Agreement, the objects for which this corporation is established are:

a. To accomplish many lawful business whatsoever, including, acting on behalf of the Members with respect to functions delegated by the to the Company. Such delegated functions shall include:

- 1) Providing education to health care providers and the community on appropriate health related topics;
- 2) Developing and operating a research and data collection system which will allow for the coordination and analysis of community needs and resources to facilitate their appropriate utilization and effective outcomes
- 3) Providing access to a network of rural community health care providers; and
- 4) Such other lawful business which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

b. To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the New Hampshire Act.

c. To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.



**NORTH COUNTRY HEALTH CONSORTIUM  
2013- 2014 Board of Directors**

**Roxie Severance, President – 2014**  
Executive Director, Morrison Nursing Home

**Tony Poekert, Vice President – 2016**  
NH Catholic Charities

**Nancy Bishop, Treasurer – 2016**  
Administrator, Grafton County Human Services

**Ed Shanshala, Secretary – 2016**  
Chief Executive Officer, Ammonoosuc Community Health Services

**Charlie Cotton, Asst. Secretary – 2016**  
Area Director, Northern Human Services

**Sharon Beaty, Director – 2015**  
Chief Executive Officer, Mid-State Health Center

**Elaine Bussey, Director – 2015**  
Executive Director, North Country Home Health and Hospice

**Michael Coughlin, Director – 2015**  
Chief Executive Officer, Tri-County Community Action Program

**Rob Darling, Director – 2014**  
Chief, 45<sup>th</sup> Parallel EMS

**Kristina Fjeld-Sparks, Director – 2014**  
NH AHEC Director, The Dartmouth Institute

**Scott Howe, Director – 2015**  
Chief Executive Officer, Weeks Medical Center

**Russell Keene, Director – 2015**  
Chief Executive Officer, Androscoggin Valley Hospital

**Shirley Powell, Director – 2016**  
Chief Executive Officer, Indian Stream Health Center



**Maria Ryan, Director – 2015**  
Chief Executive Officer, Cottage Hospital

**Margo Sullivan, Director – 2015**  
Executive Director, Androscoggin Valley Home Care

**Warren West, Director – 2015**  
Chief Executive Officer, Littleton Regional Healthcare

**Adele Woods, Director – 2015**  
Chief Executive Officer, Coos County Family Health Services

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** North Country Health Consortium

**Name of Program:** Training and Technical Assistance to Increase the use of Team-Based Care in Hypertention Management

**BUDGET PERIOD:** SFY 15 (3/1/15-6/30/15)

<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Nancy Frank	Executive Director	\$87,949	5.00%	\$1,521.00
Colleen Gingue	Finance Director	\$64,272	5.00%	\$1,116.00
Drew Brown	Program Specialist/IT Administrator	\$53,560	15.00%	\$2,781.00
Diana Gibbs	NCHC Program Manager	\$54,018	15.00%	\$2,805.00
Elaine Belanger	Public Health Coordinator	\$53,331	70.00%	\$12,924.00
Becky McEnany	QI Program Coordinator	\$51,480	25.00%	\$4,455.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$25,602.00</b>

**BUDGET PERIOD:** SFY 16

<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Nancy Frank	Executive Director	\$87,949	0.00%	\$0.00
Colleen Gingue	Finance Director	\$64,272	0.00%	\$0.00
Drew Brown	Program Specialist/IT Administrator	\$55,167	5.00%	\$2,758.00
Diana Gibbs	NCHC Program Manager	\$55,638	12.00%	\$6,676.00
Elaine Belanger	Public Health Coordinator	\$54,931	15.00%	\$8,239.00
Becky McEnany	QI Program Coordinator	\$53,024	15.00%	\$7,954.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$25,627.00</b>

REQUEST FOR PROPOSALS (RFP) #15-DHHS-DPHS-CCD-07  
For Training and Technical Assistance to Increase the use of  
Team-Based Care in Hypertension Management

**Resumes**

**Nancy Frank, Executive Director**

**NANCY FRANK, MPH**  
[nfrank@nchcnh.org](mailto:nfrank@nchcnh.org) (w)

**PROFESSIONAL EXPERIENCE**

**North Country Health Consortium**

Littleton, New Hampshire

August 2011 – present

**Executive Director**

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

December 2009- July 2011

**Development Director/Workforce Development**

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

**Vermont Department of Health**

St. Johnsbury, Vermont

November 2006-June 2008

**Public Health Supervisor**

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

**Northeastern Vermont Area Health Education Center**

St. Johnsbury, Vermont

December 1999-October 2006

**Community Resource Coordinator**

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

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

**Northeastern Vermont Area Health Education Center**

St Johnsbury, Vermont

July 1999 – October 1999

**Consultant, Community Diabetes Project**

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

**Vermont Department of Health**

Burlington, Vermont

June 1992 – December 1998

**Public Health Specialist (February 1998 - December 1998)**

**Primary Care Coordinator**

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

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

**Project Coordinator, State Systems Development Initiative**

- Facilitated community health needs assessment process in various communities throughout the state by providing technical assistance for development and data analysis

- Managed community grants focused on integrated health care systems development for children and families.
- Responsible for development of community assessment and evaluation tools.
- Responsible for federal grant and report writing
- Member of statewide advisory boards, including the Primary Care Cooperative Agreement, the Robert Wood Johnson Making the Grade Project, and the Indicator and Outcomes Committee of the State Team for Children and Families

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

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

**University of Illinois at Chicago, School of Public Health**

Prevention Research Center, Chicago, IL

January 1990 – May 1991

**Project Director, Youth AIDS Prevention Project**

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

**Cook County Department of Public Health**

Maywood, Illinois

September 1987 – January 1990

**AIDS Education Coordinator (July 1988 - January 1990)**

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

**Community Health Educator (September 1987 - July 1988)**

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

**Case Western Reserve University**

Cleveland, Ohio

November 1982 – May 1985

**Research Assistant, Department of Nutrition**

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

**Research Assistant, Department of Medicine**

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

**PROFESSIONAL AFFILIATIONS/BOARDS**

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

**EDUCATION**

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

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

**Colleen Gingue, Finance Director**

**Colleen Gingue**  
[gingue.gingue@gmail.com](mailto:gingue.gingue@gmail.com)

**Self-Starter      Team Player      Task Oriented      Cheerful**

**Highlights of Qualifications**

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

**Experience**

*Finance Director      North Country Health Consortium      2012-Present*

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

*Multi-Client Bookkeeper Service      Abacus Bookkeeping      2012*

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

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

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

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

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

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

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

*Various Positions with Northern Community Management Corporation 1993-1998*

Property Manager - Administrative Manager - Accounting Manager

### **Education**

Bachelor's Degree in Business Administration, Johnson State College (in progress)

Cum Laude Graduate with Associate in Science in Accounting, Champlain College

## Drew Brown, Program Specialist/IT Administrator

### **Andrew Charles Brown**

#### Summary

Over 4 years experience in customer service and database assisted web applications. Quick and effective learner, shown by academic achievements and quick learning ability in the area of job skills.

#### **Education**

Home schooled: 1<sup>st</sup> – 12<sup>th</sup> grade  
1999-2000 Part time school at Community College of Vermont  
2000-2002 Full time work on Bachelors degree (Liberal Studies) at  
Lyndon State College  
2002-2004 Completed Bachelors of Arts (Cum Laude) (Political Science) at  
University of Vermont

#### ***Employment***

Summer 2009-Present Program Specialist – North Country Health Consortium  
\*Plans, coordinates and manages the use of data, communications and reporting tools and systems to meet NCHC program strategic objectives.  
\*Works with Community Substance Abuse Prevention Programs  
Manager to coordinate and evaluate the success of program activities

Spring 2005-Summer 2009 Office System Administrator – North Country Health Consortium  
\*Management of IT resources for the entire company, supervision of IT personnel and management of network-wide installations and rollouts.

Fall 2004-Spring 2005 ParTech System Administrator – North Country Health Consortium  
\*Gained management experience while learning about accountability by managing HelpDesk staff activities while reporting to the ParTech project manager and ParTech board

Spring 2003 – Spring 2004 Helpworks/Factors Helpdesk Staff member – North Country Health Consortium  
\*Worked with System Administrator and other Helpdesk Staff to provide point of contact support to statewide customer base, including work with web development and troubleshooting skills

2002 – 2004 Lab Consultant – Client Information Technology Services  
Department: University of Vermont

\*Gained knowledge of how to function as an information technology staff member by solving clients' problems in the computer lab

Summer 2002 – Spring 2003      Technological Consultant – Working with Helpworks/Factors Programs for the North Country Health Consortium

\*Gained intimate knowledge of the Helpworks/factors programs by working with and creating Helpworks screenings and Factors assessments

\*Developed ability to work well with coworkers and keep odd hours in order to get the job done

## **Academic Honors**

### Lyndon State College

Fall 2000 Dean's List

Spring 2001 Dean's List

Fall 2001 Dean's List

Spring 2002 Dean's List

### University of Vermont

Fall 2002 Dean's List

Spring 2003 Dean's List

Diana Gibbs, NCHC Program Manager

## Diana L. Gibbs

### **Career Objective**

To obtain a position in a team-oriented environment, requiring individuality and intellectual insights while maximizing professional growth opportunities in a field of interest.

### **Professional Experience**

#### **North Country Health Consortium, Littleton, NH**

##### ***NCHC Program Manager***

March 2013-Present

- Program and fiscal management for Northern New Hampshire Area Health Education Center's (NNH AHEC) continuing education programming and health careers pipeline, including development, planning, implementation, coordination, and evaluation.
- Management of program website and social media content.
- Oversee and manage program budgets and contracts.
- Event coordination and marketing.
- Research and development of grants for all organizational program areas.
- Conducted community organizing, outreach and marketing, and public health enhancement.
- Preparation and adherence to reporting requirements of private, state, and federal funding agencies.
- Maintenance and renewal of accreditation as providers of continuing medical and nursing education credits.

#### **North Country Health Consortium, Littleton, NH**

##### ***Program Coordinator/Grants Associate***

April 2012-March 2013 *(The following responsibilities are in addition to those listed under 'Program Coordinator' below):*

- Served as Program Leader of the Drug-Free Communities Grant (DFC).
- Conducted required reporting of Community Substance Abuse Prevention (CSAP) program projects and activities and managing the DFC budget.
- Coordinated grant-funded work plans.
- Assisted community groups in carrying out environmental prevention strategies.
- Coordinated media and communication plans for dissemination of Alcohol, Tobacco, and Other Drug prevention information to community stakeholders and funders.
- Researched and developed collaborative grant applications.
- Developed work plans based on strategic goals identified.
- Assisted in identification of community health needs and strategic action plan development to meet identified needs.

#### **North Country Health Consortium, Littleton, NH**

##### ***Program Coordinator***

Dec 2008-April 2012

- Carried out environmental prevention activities and required reporting of Community Substance Abuse Prevention (CSAP) projects and activities.

- Managed and aligned CSAP work plan with program budgets.
- Organized and facilitated Coos and North Grafton County Coalitions meetings, including outreach and recruitment of community members.
- Provided training and technical assistance to Community Action Teams, school groups, and community groups.
- Coordinated outreach and technical assistance to youth groups and other community groups to increase knowledge and engagement in substance abuse prevention initiatives in the North Country.
- Designed and produced awareness campaign materials.
- Provided resources and information to North Country residents and organizations.

#### **Additional Experience**

- **New Hampshire Comprehensive Cancer Collaboration Board of Directors, 2013**
- **New Hampshire Comprehensive Cancer Collaboration Tobacco Workgroup, 2010**
- **Certified Prevention Specialist (CPS), September 2010, State of New Hampshire, Recognized Nationally**
  - Requires experience and specified training in the competence areas of Alcohol, Tobacco, and Other Drugs (ATOD), Prevention Practice and Theory, Multi-Cultural Training, Prevention Ethics, and HIV training.
- **Plymouth State University's Eta Zeta Chapter, May 2006**
  - Alpha Phi Sigma National Criminal Justice Honor Society

#### **Education**

**Plymouth State University, Fall 2007**

Plymouth, NH

- Bachelor of Arts in Criminal Justice
  - Graduated Summa Cum Laude: Cumulative GPA of 3.87

#### **Skills**

- Proficient in the use of computers and technology, including:
  - Microsoft Office Suite (i.e. Microsoft Outlook, Word, Excel, PowerPoint, and Publisher)
  - Social Media and Social Networking Tools
  - Email Technology
- Proficient in designing and creating materials for distribution, including:
  - Brochures, Flyers, Newsletters, Pamphlets, Spreadsheets, Posters, Annual Reports, Advertisements

**Elaine Belanger, Community and Public Health Coordinator:**

**Elaine M Belanger, LPN, BA**

**Education**

College for Lifelong Learning of the University System of New Hampshire  
(Granite State College), Berlin, NH-- Bachelor of Arts - English, 2002  
New Hampshire Community Technical College, (White Mountains Community  
College) Berlin, NH Diploma - Licensed Practical Nurse, 1977

**Employment**

2002-Present                    **North Country Health Consortium**

***2007-Present Community and Public Health Coordinator***

- Direct, plan and implement public health activities with the towns and agencies in Coös County.
- Provide staffing support to the Great North Woods Pandemic Planning Committee.
- Develop community relations
- Identify community health needs
- Assess health status indicators and coordination of program activities.
- Liaise with federal and state departments and agencies, academic and research personnel and other public health network sites and agencies.
- HSEEP Evaluator
- Develop and write emergency preparedness plans with committee

***2013 to present Certified Marketplace Navigator and Marketplace Assister***

- Certified to help consumers through the process of applying for health insurance through Healthcare.gov
- Organize and conduct outreach and education community events throughout the North Country Public Health Region

***2012-2013 Healthy Homes Strategic Planning Initiative and Childhood Lead Poisoning and Prevention Program***

- Worked closely with State of NH Public Health Nurse
- Followed up with families of children who were diagnosed with blood lead levels above limit with Lead Poisoning Prevention Education
- Develop North Country Healthy Homes Strategic Plan
- Arrange for educational opportunities for community members, health and human service providers, painters, home construction and rehabilitation workers

***10/ 2009-12/11 Immunization Program Coordinator/Public Health Coordinator***

- Support New Hampshire Immunization Program Initiatives
- Convene and facilitate meetings with regional stakeholders
- Conduct needs assessment to identify gaps in immunization services
- Coordinate and provide education and training to immunization providers, regional preparedness staff, healthcare providers, and the public in general
- Mobilize and coordinate with community partners to implement school based, community and workplace immunization clinics

- Link with local and regional emergency preparedness staff and participate in emergency mass-vaccination planning and dispensing

**2002 -2007 Community Care Coordinator/Enrollment Coordinator for North Country Cares**

- Interviewed clients for financial eligibility for sliding fee/New Hampshire Health Access Program/care coordination
- Client teaching coordinated with Primary Care Providers' office
- contributed to process of developing care coordination policies
- maintained clients' confidentiality as well as clients' records on paper and in electronic care coordination/screening program
- Worked with local agencies in meeting clients' needs

**2005-2007 Program Coordinator for Rural Women's Health Coordinating Center**

- Participated in the process of creating a Women's Registration Form, for use at North Country Cares sites
- Assisted the Program Director to coordinate the integration of women's health information to appropriate existing NCHC programs
- Assisted the Program Director in contacting area agencies and committees involved in care giving and set meeting dates in order to speak about RWHCC and to gather information on resources and needs

**1986 - 2002 Mountain Health Services, 2 Broadway, Gorham, NH, 03581  
Office Nurse**

- Team member in family practice medical office
- Daily interaction with children, adolescents, and adults
- Referrals arranged for patients to medical specialists and social service agencies

**Member of:**

- Androscoggin Valley Community Partners
- St Kieran's Community Center for the Arts—Board Member 2004-2007;2012 to Present
- Androscoggin Valley Hospital Diabetes Advisory Board, 2005-Present
- Berlin Health Department Advisory Board, 2009 to Present

**Additional Language—French**

## **Becky McEnany, Program Coordinator:**

**Becky McEnany, MA**

### **Professional Experience**

27 years in health care education, marketing, and grant and program management and development. Significant experience in staff and program supervision, team leading and building, coalition building, training and education, writing, marketing, media campaigns, recruitment, cultural effectiveness, and program and policy development.

### **Professional History**

#### **North Country Health Consortium, Littleton, NH**

##### ***Program Coordinator, January 2014-Present***

- Coordinate three year grant-funded initiative designed to reduce obesity in rural Northern New Hampshire.
- Work with participating community health centers to plan and implement a series of strategies to reduce obesity including Clinical Microsystems Quality Improvement coaching, motivational interviewing, and the development of an obesity toolkit.
- Serve on state-wide Chronic Diseases Self-Management leadership team and provide technical assistance to Northern NH Chronic Diseases Self-Management program.

#### **National Alliance on Mental Illness, Concord, NH**

##### ***Community Educator and Prevention Specialist, Connect Suicide Prevention Program, August 2006-January 2014***

- Provide national best practice training throughout the United States to coalitions, state organizations, schools and college campuses, and community partners.
- Responsible for the development of the National Best Practice two-day speaking program, *SurvivorVoices*. Implemented *SurvivorVoices* across the United States and Canada, including training American Indian/Alaskan Native facilitators to bring this program back to tribal communities.
- Develop resources and coordinate the NH survivor of suicide loss network, support group development, speaker training, statewide teleconference coordination, statewide printed annual survivor newsletter and monthly E-news, and standard operating procedures.
- Serve as member of the NH State Suicide Prevention Council Communications Committee promoting responsible reporting. Duties include teaching responsible reporting to UNH advanced journalism students, film screenings and panel discussions, writing news stories, and contact with all NH media outlets.
- Develop program materials. Write press releases, pitch and write radio stories, respond to media inquiries, and use social media to promote services and resources.
- Write and implement federal and local grants.

## **Self Employed**

### ***Educator, 2000-2009***

- Home School Educator, first through fourth grades, 2002-2006
- Waldorf Teacher, 2000-2002, 1<sup>st</sup>-4<sup>th</sup> grades
- 4-H Organizational Leader, Subject Leader, Horse Quiz Bowl coach, 2003-2009

### ***Managed Care Consultant, 1998- 2002***

- Trained physician practices in recruitment strategies, marketing, managed care requirements, and effective communication with referral sources.

## **Concentra Managed Care, Bedford, NH**

### ***Marketing Specialist/ Medical Case Manager, 1994- 1998 and 1987-1989***

- Marketed forty major insurance accounts specializing in workers' compensation managed care and long term disability clinical case management. During this period of time, referrals increased by 400%.
- Provided direct case management care and coordinated team services including counseling, medical case management, vocational placement, and coordination of independent medical evaluations.
- Provided employer training on managed care requirements and workplace safety.

## **Center for Occupational Medicine, Greater Washington Rehabilitation Center Silver Spring, MD**

### ***Director, 1991- 1994***

- Developed and managed outpatient rehabilitation facility, including management of a \$1 million dollar budget, staffing, policy and procedure development, supervision and training. Created the first CARF (Commission on the Accreditation of Rehabilitation Facilities) accredited work hardening and pain management programs in the Washington DC area.
- Supervised treatment team (physiatry, psychology, physical therapy, occupational therapy, exercise physiology, aquatics, vocational counseling, biofeedback, stress management, job simulation, case management, and rehabilitation nursing) toward goal of medical resolution and return to work.
- Designed and implemented multidisciplinary evaluations, job-site evaluations, pre-employment screenings, functional capacity evaluations, consultations on federal requirements around disabilities, and Independent Medical Examinations.

## **Pain Rehabilitation Center, HCA Portsmouth Regional Hospital, Portsmouth, NH**

### ***Clinical Coordinator, 1989 -1991***

- Coordinated treatment team, patient recruitment and education, and case management of injured workers, including multidisciplinary counseling and therapies.
- Developed and implemented marketing and CARF accreditation strategy.

## **Education**

Plymouth State University, Plymouth, NH

MA in Personal and Organizational Wellness, 2014

Bates College, Lewiston, ME

BA, Psychology, 1985

Honors, Phi Beta Kappa, Bates Key, President's Prize (1984, 1985), Lacrosse Captain

Milton Academy, Milton, Massachusetts

Diploma, 1981

**Awards**

Received citation from NH Governor John Lynch in recognition of commitment to improve suicide prevention efforts in NH, 2009.

Individually recognized by the Commission on the Accreditation of Rehabilitation Facilities for excellence in leadership and rehabilitation program management, 1994.

**Public Speaking**

In addition to providing hundreds of trainings, I have spoken and provided workshops at many local and regional conferences.

**Publications**

Nigro, G.N. and Roak, R.M. (1987). Memory for Spatial Location in Retarded and Non-Retarded Adults. American Journal of Mental Deficiency.

Surviving The Loss of a Loved One to Suicide (booklet) and contributions to many local and national publications on suicide prevention, postvention, and survivor of suicide loss support (2006-Present).

Annual Survivor of Suicide Loss Newsletter, 2006-Present

Numerous press releases, public health campaign materials, brochures and marketing materials.

**Additional Certifications**

Clinical Microsystems Coach-the-Coach Certification, The Dartmouth Institute, 2014

Leader Certification, Stanford Chronic Disease Self-Management Program, 2014

Master Trainer, Connect Suicide Prevention Program, National Alliance on Mental Illness, 2006

Certified Case Manager, 1998