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

Lori A. Shibiouette
Commissioner

Katja S. Fox
Director

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July 29, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a contract with North Country Health Consortium (VC#177374), Littleton, NH in the amount of \$75,000 for the implementation of Student Assistance Programs (SAPs) in North Country schools that do not currently have a Student Assistance Program in order to address underage and/or high risk drinking and drug misuse, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval, through June 30, 2022. 100% Other Funds (Governor's Commission Funds).

Funds are available in the following accounts for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92058502	75,000
			Subtotal	\$75,000

EXPLANATION

The purpose of this request is to ensure Student Assistance Programming using the evidence-based Project Success program is available in schools that do not currently administer a Student Assistance Program. The Department is entering into contract with North Country Health Consortium on behalf of the Governor's Commission on Alcohol and Other Drugs to support expansion and investment in Student Assistance Programming in high-need communities. Approximately 367 youth will be served during State Fiscal Year 2022.

The Contractor will provide services to New Hampshire youth in high need communities with the goal of preventing and reducing underage drinking; high risk drinking; and the use of non-medical prescription drugs including opioids and illicit drug use during State Fiscal Year 2022.

Services provided include alcohol and other drug screenings; individual support sessions; group support sessions; and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, the Contractor provides students and parents with targeted drug and alcohol education to improve understanding of risks associated with the non-medical use of prescription drugs; underage alcohol and other drug use; and the developmental milestones and brain development of adolescents. The Contractor incorporates community level media strategies, as well as other approaches proven to impact the culture and overall wellbeing of the school and community; to conduct outreach and marketing of the Student Assistance Program.

Student Assistance Programs, statewide, work collaboratively with the Department to improve the quality of services delivered to students and to collect data for the purposes of data-driven decision making for school-based prevention programming. While New Hampshire has made gains in reducing substance misuse and increasing the perception of risk, the State's rates are still higher when compared to national rates; especially as it relates to marijuana and the use of electronic nicotine devices.

The Department will monitor contracted services using the following criteria:

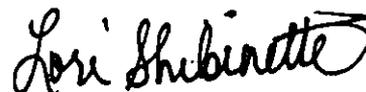
- Decrease in students' perceptions of risk for the use of alcohol and non-medical prescription drugs.
- Decrease in students' reporting parent and peer disapproval for the use of alcohol and non-medical prescription drugs.
- Increase in the percentage of students who report a high risk of harm for using substances.
- Increase in the percentage of students who report their parents and/or caregivers and peers would disapprove if they used.
- Decrease in the percentage of students who report they used substances in the past 30 days.

Should the Governor and Council not authorize this request, students may not receive the support and substance misuse prevention education needed during critical developmental years. Lack of support services could result in higher prevalence rates of underage drinking; drug use, misuse and abuse of prescription medication; and an escalation in adverse childhood experiences.

Area served: North Country.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

Student Assistance Program

RFA-2022-BDAS-03-STUDE

RFA Name

RFA Number

	North Country Health Consortium
Experience - 25 Points	23
Impact - 50 Points	40
Collaboration - 50 Points	40
Staffing Plan - 50 Points	42

Reviewer Names
Regina Flynn
Lisa Hayward
Ellen Desmond

Subject: Student Assistance Program (RFA-2022-BDAS-03-STUDE-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage Street, Suite 230 Littleton, NH 03561	
1.5 Contractor Phone Number (603) 259-3700	1.6 Account Number 05-95-92-920510- 33820000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$75,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Becky McEnany</i> Date: 7/29/2021		1.12 Name and Title of Contractor Signatory Becky McEnany Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 7/29/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Taklimina Rakumatova</i> On: 8/4/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials BM
Date 7/29/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Student Assistance Program

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

New Hampshire Department of Health and Human Services
Student Assistance Program

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall implement a Student Assistance Program (SAP) that addresses underage and/or high risk drinking and drug misuse and abuse for individuals in middle and high school.
- 1.2. The Contractor shall screen individuals who are referred to the program for substance misuse and mental health concerns including but not limited to depression and anxiety. The Contractor shall:
 - 1.2.1. Utilize a Department-approved evidenced-based screening tool. The Contractor shall submit the screening tool to the Department for approval within thirty (30) days of the contract effective date;
 - 1.2.2. Refer individuals to appropriate community based providers, as necessary;
 - 1.2.3. Conduct individual crisis intervention sessions, as needed, to de-escalate the crisis.
 - 1.2.4. Conduct group sessions modeled after Project SUCCESS in order to:
 - 1.2.4.1. Support youth to understand the risks and consequences of alcohol and drug use; and
 - 1.2.4.2. Provide opportunities for youth to learn and practice coping skills with their peers;
 - 1.2.5. Provide Parent Education regarding drug misuse, underage drinking, binge drinking, and other substance misuse and mental health topics within the school and community;
 - 1.2.6. Provide alcohol and other drug prevention education using an evidence-based curriculum which may include Project Alert, in a minimum of two grade levels or course levels;
 - 1.2.7. Submit the evidence-based curriculum that will be utilized by the SAP to the Department for approval within thirty (30) days of the contract effective date;
 - 1.2.8. Conduct a minimum of three (3) school/community centered Environmental Strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging which can include utilizing existing school or community groups and programs, as appropriate, to meet this requirement; and
 - 1.2.9. Increase school and community awareness of the Student Assistance Program services by ensuring the SAP Counselor gains

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**New Hampshire Department of Health and Human Services
Student Assistance Program**

EXHIBIT B

familiarity with community resources and referral sources and that the SAP is aligned with community activities and supported by key community stakeholders.

- 1.3. The Contractor shall conduct activities when administering the Student Assistant Program that include, but are not limited to:
 - 1.3.1. Administering the Department-provided Youth Risk Behavior Survey to conduct a survey of all students in grades nine (9) through twelve (12) in 2021 and 2023.
 - 1.3.2. Administering the Department-provided college level survey of all students, campus wide, in the years specified by the Department.
 - 1.3.3. Participating in other evaluation activities as directed by the Department.
 - 1.3.4. Evaluating the existing school policies on alcohol and other drugs in the first year of the contract and make improvements to the existing policies to those based on best practice and according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Treatment, and Recovery.
 - 1.3.5. Implementing the improvements to the alcohol and other drug school policies in Paragraph 1.3.4. in year two (2) of the Contract.
 - 1.3.6. Participating in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
 - 1.3.7. Inputting data to an online database on a monthly basis, or as otherwise required by the Department. The Contractor shall ensure data includes, but is not limited to:
 - 1.3.7.1. Number of students referred to the program and/or participating in each strategy.
 - 1.3.7.2. Demographics of students.
 - 1.3.7.3. Types and numbers of strategies implemented.
 - 1.3.8. Providing additional reports or data as required by the Department.
 - 1.3.9. Allowing a team authorized by the Department to conduct site visits on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
 - 1.3.9.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

**New Hampshire Department of Health and Human Services
Student Assistance Program**

EXHIBIT B

- 1.3.9.2. Provide documentation of compliance with Culturally and Linguistically Appropriate Services (CLAS) Standards;
- 1.3.9.3. Ensure the Department is provided with access that includes but is not limited to:
 - 1.3.9.3.1. Programmatic data.
 - 1.3.9.3.2. Programmatic financial records.
 - 1.3.9.3.3. Scheduled access to work sites/locations/work spaces and associated facilities.
 - 1.3.9.3.4. Scheduled telephone access to staff.
- 1.3.10. Providing a sustainability plan for continuation of the Student Assistance Program no later than 90 days prior to the contract completion date to the Department utilizing Department-provided templates and guidance.
- 1.3.11. Maintaining a dedicated staff member who is a Certified prevention Specialist(s), or who will obtain certification as a Prevention Specialist within one year.
- 1.3.12. The Contractor shall ensure the staffing includes, but is not limited to, one individual who is available five (5) days per week for a minimum of 3.75 hours per day.
- 1.4. The Contractor shall participate in trainings and technical assistance provided by the Department on a quarterly basis, or as otherwise required by the Department.
- 1.5. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department, to ensure compliance with contract requirements.
- 1.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 1.7. The Contractor shall participate in annual file reviews relative to program operations to ensure compliance with applicable federal and state laws.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security

**New Hampshire Department of Health and Human Services
Student Assistance Program**

EXHIBIT B

Requirements.

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

3. Reporting Requirements

- 3.1. The Contractor shall submit an annual report no later than 90 days prior to the contract completion date.

4. Performance Measures

- 4.1. The Department will monitor Contractor performance by tracking the following:

4.1.1. Increase in students' perception of risk for the use of alcohol and non-medical prescription drugs on the Youth Risk Surveillance Survey (YRBS).

4.1.2. Increase in students' reporting parent and peer disapproval for the use of alcohol and non-medical prescription drugs on the YRBS.

4.1.3. Decrease in the percentage of students who report a high risk of harm for using substances on the YRBS, which may include but are not limited to:

4.1.3.1. Alcohol.

4.1.3.2. Marijuana.

4.1.3.3. Non-medical prescription drugs.

4.1.3.4. Heroin.

4.1.4. Increase in the percentage of students who report on the YRBS that their parents and/or caregivers and peers would disapprove if they used substances.

4.1.5. Decrease in the percentage of students who report they used substances, which may include, but are not limited to:

4.1.5.1. Alcohol.

4.1.5.2. Non-medical prescription drugs.

4.1.5.3. Heroin.

- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

5. Additional Terms

**New Hampshire Department of Health and Human Services
Student Assistance Program**

EXHIBIT B

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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

5.4. Eligibility Determinations



**New Hampshire Department of Health and Human Services
Student Assistance Program**

EXHIBIT B

- 5.4.1. 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.
- 5.4.2. 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.
- 5.4.3. 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.
- 5.4.4. 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.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon

**New Hampshire Department of Health and Human Services
Student Assistance Program**

EXHIBIT B

payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

**New Hampshire Department of Health and Human Services
Student Assistance Program**

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Other funds (Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department no later than the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
 - 4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2. Provide supporting documentation of authorized expenses that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.3. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov or invoices may be mailed to:

Program Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services
Student Assistance Program**

EXHIBIT C

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor EM that the

**New Hampshire Department of Health and Human Services
Student Assistance Program**

EXHIBIT C

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.

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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: North Country Health Consortium

Budget Request for: Student Assistance Program

Budget Period: July 1, 2021-June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 20,591	\$ 3,803	\$ 24,195	\$ -	\$ -	\$ -	\$ 20,591	\$ 3,803	\$ 24,195
2. Employee Benefits	\$ 4,633	\$ 811	\$ 5,444	\$ -	\$ -	\$ -	\$ 4,633	\$ 811	\$ 5,444
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,000	\$ 525	\$ 3,525	\$ -	\$ -	\$ -	\$ 3,000	\$ 525	\$ 3,525
6. Travel	\$ 1,000	\$ 175	\$ 1,175	\$ -	\$ -	\$ -	\$ 1,000	\$ 175	\$ 1,175
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 184	\$ 29	\$ 193	\$ -	\$ -	\$ -	\$ 184	\$ 29	\$ 193
Postage	\$ 181	\$ 28	\$ 189	\$ -	\$ -	\$ -	\$ 181	\$ 28	\$ 189
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 253	\$ 44	\$ 297	\$ -	\$ -	\$ -	\$ 253	\$ 44	\$ 297
Insurance	\$ 282	\$ 48	\$ 308	\$ -	\$ -	\$ -	\$ 282	\$ 48	\$ 308
Board Expenses	\$ 290	\$ 51	\$ 341	\$ -	\$ -	\$ -	\$ 290	\$ 51	\$ 341
9. Software	\$ 285	\$ 50	\$ 335	\$ -	\$ -	\$ -	\$ 285	\$ 50	\$ 335
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 39,000	\$ -	\$ 39,000	\$ -	\$ -	\$ -	\$ 39,000	\$ -	\$ 39,000
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 69,638	\$ 5,382	\$ 75,000	\$ -	\$ -	\$ -	\$ 69,638	\$ 5,382	\$ 75,000

Indirect As A Percent of Direct

7.7%



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials BM
Date 7/29/2021



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name:

7/29/2021

Date

DocuSigned by:

Becky McEnany

Name: BECKY McEnany

Title: Executive Director

DS
BM
Vendor Initials
Date 7/29/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Vendor Name:

7/29/2021

Date

DocuSigned by:

Becky McEnany

Name: BECKY McEnany

Title: Executive Director

Exhibit E – Certification Regarding Lobbying

Vendor Initials

DS
BM

Date 7/29/2021



New Hampshire Department of Health and Human Services
Exhibit F

**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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

7/29/2021
Date

DocuSigned by:
Becky McEnany
Name: BECKY McEnany
Title: Executive Director

Contractor Initials: BM
Date: 7/29/2021



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

7/29/2021

Date

DocuSigned by:

Becky McEnany

Name: Becky McEnany

Title: Executive Director

Exhibit G

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

Contractor Initials

DS
BM



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

7/29/2021

Date

DocuSigned by:

Becky McEnany

Name: Becky McEnany

Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, 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.

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New Hampshire Department of Health and Human Services

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



New Hampshire Department of Health and Human Services

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} BM



New Hampshire Department of Health and Human Services

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 Associate

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New Hampshire Department of Health and Human Services

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.

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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

North Country Health Consortium

The State

Name of the Contractor

Katja Fox

Becky McEnany

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Becky McEnany

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

7/29/2021

7/29/2021

Date

Date

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7/29/2021
Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

7/29/2021

Date

DocuSigned by:

 Name: Becky McEnany
 Title: Executive Director

Contractor Initials 
 Date 7/29/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: 017711198
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

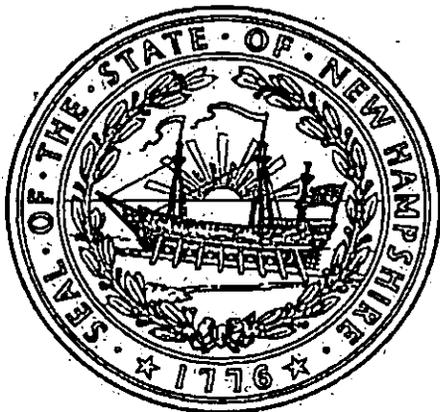
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 29, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 301369

Certificate Number: 0005335100



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Michael Lee, do hereby certify that:

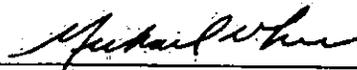
1. I am a duly elected Officer of North Country Health Consortium.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 9, 2021.

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 contracts with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Becky McEnany is the Executive Director of the corporation.*

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 22nd day of July, 2021.
4. Becky McEnany is the duly appointed Executive Director of the Agency.

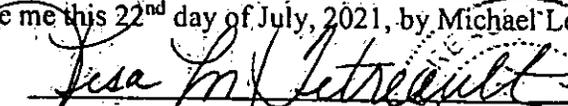
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the North Country Health Consortium this 22nd day of July, 2021.



 Michael Lee, President

STATE OF NEW HAMPSHIRE
 COUNTY OF Franklin

The forgoing instrument was acknowledged before me this 22nd day of July, 2021, by Michael Lee.



 Notary Public/Justice of the Peace
 My Commission Expires: 11/4/23

North Country Health Consortium

Mission

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



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

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2019 AND 2018

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INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

- 1 -

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2019 and 2018, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 17, 2020, on our consideration of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and compliance.

St. Albans, Vermont
March 17, 2020
VT Reg. No. 92-0000102

A.M. Peioch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2019 AND 2018

	2019	2018
ASSETS		
Current assets		
Cash and cash equivalents	\$ 947,618	\$ 687,847
Accounts receivable, net		
Grants and contracts	1,011,598	966,962
Dental services	-	898
Certificates of deposit	126,701	126,065
Prepaid expenses	33,068	21,356
Restricted cash - IDN	2,340,257	1,987,216
Total current assets	<u>4,459,242</u>	<u>3,790,344</u>
Property and equipment:		
Computers and equipment	147,392	147,392
Dental equipment	10,815	32,808
Furnitures and fixtures	30,045	30,045
Vehicles	18,677	18,677
Accumulated depreciation	(181,007)	(170,735)
Property and equipment, net	<u>25,922</u>	<u>58,187</u>
Other assets		
Restricted cash - IDN	400,000	800,000
Total other assets	<u>400,000</u>	<u>800,000</u>
Total assets	<u>\$ 4,885,164</u>	<u>\$ 4,648,531</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	\$ 204,323	\$ 396,039
Accrued expenses	13,389	8,983
Accrued wages and related liabilities	354,015	265,717
Deferred revenue	2,849,839	1,854,420
Total current liabilities	<u>3,421,566</u>	<u>2,525,159</u>
Long-term liabilities		
Deferred revenue - Long term portion	400,000	800,000
Total long-term liabilities	<u>400,000</u>	<u>800,000</u>
Total liabilities	<u>3,821,566</u>	<u>3,325,159</u>
Net assets		
Without donor restrictions	1,063,598	1,323,372
Total net assets	<u>1,063,598</u>	<u>1,323,372</u>
Total liabilities and net assets	<u>\$ 4,885,164</u>	<u>\$ 4,648,531</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, 2019 AND 2018

	2019	2018
Support:		
Grant and contract revenue	<u>\$ 4,956,424</u>	<u>\$ 5,017,825</u>
Revenue:		
Dental patient revenue	15,462	101,092
Fees for programs and services	1,733,329	1,455,860
Interest income	6,337	6,085
Other income	2,050	12,766
Total revenue	<u>1,757,178</u>	<u>1,575,803</u>
Total support and revenue	<u>6,713,602</u>	<u>6,593,628</u>
Program expenses:		
Workforce	2,201,736	3,263,756
Public health	108,996	198,719
Molar	103,152	219,335
Friendship house	2,390,474	1,654,782
CSAP	1,670,554	869,873
Total program expenses	<u>6,474,912</u>	<u>6,206,465</u>
Management and general	<u>495,512</u>	<u>485,028</u>
Total expenses	<u>6,970,424</u>	<u>6,691,493</u>
Loss on sale of property and equipment	<u>(2,952)</u>	<u>-</u>
Change in net assets	(259,774)	(97,865)
NET ASSETS, beginning of the year	<u>1,323,372</u>	<u>1,421,237</u>
NET ASSETS, end of the year	<u>\$ 1,063,598</u>	<u>\$ 1,323,372</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2019

	<u>Workforce</u>	<u>Public Health</u>	<u>Molar</u>	<u>Friendship House</u>	<u>CSAP</u>	<u>Total Program</u>	<u>Management & General</u>	<u>Total</u>
Personnel:								
Salaries	\$ 969,231	\$ 72,859	\$ 72,634	\$ 1,454,659	\$ 831,437	\$ 3,400,820	\$ 306,627	\$ 3,707,447
Payroll taxes and employee benefits	186,721	15,348	13,385	296,250	156,563	668,267	47,097	715,364
Subtotal	<u>1,155,952</u>	<u>88,207</u>	<u>86,019</u>	<u>1,750,909</u>	<u>988,000</u>	<u>4,069,087</u>	<u>353,724</u>	<u>4,422,811</u>
Site expenses:								
Computer fees	10,804	830	990	17,033	8,027	37,684	4,468	42,152
Medical and pharmacy supplies, MOA	646,669	1,810	8,811	28,179	396,126	1,081,595	834	1,082,429
Office supplies	6,044	2,800	324	45,308	25,439	79,915	17,126	97,041
Food	-	-	-	74,719	-	74,719	-	74,719
Subtotal	<u>663,517</u>	<u>5,440</u>	<u>10,125</u>	<u>165,239</u>	<u>429,592</u>	<u>1,273,913</u>	<u>22,428</u>	<u>1,296,341</u>
General:								
Bad debts	-	-	-	12,153	-	12,153	-	12,153
Depreciation	-	-	3,134	3,735	-	6,869	20,443	27,312
Dues, memberships, education, and subscriptions	145,997	30	265	16,659	478	163,429	9,571	173,000
Staff development	1,299	626	201	293	1,449	3,868	262	4,130
Equipment and maintenance	20,044	-	-	4,597	14,128	38,769	2,517	41,286
Rent and occupancy	44,146	3,773	921	222,386	31,257	302,483	21,088	323,571
Insurance	5,520	1,188	930	7,989	4,371	19,998	5,213	25,211
Miscellaneous	24,114	-	(2,285)	2,502	13,183	37,514	5,969	43,483
Payroll processing fees	115	50	-	995	131	1,291	9,140	10,431
Postage	1,130	69	65	1,277	785	3,326	691	4,017
Printing	3,800	180	250	4,690	4,935	13,855	1,863	15,718
Professional fees	9,327	793	386	136,619	5,895	153,020	11,740	164,760
Training fees and supplies	36,593	2,983	83	11,655	73,172	124,486	13,586	138,072
Travel	50,677	4,704	2,094	22,416	50,437	130,328	7,139	137,467
Telephone	10,014	953	397	20,608	6,033	38,005	1,141	39,146
Vehicle expense	-	-	567	5,752	-	6,319	(162)	6,157
Event facility fees	29,491	-	-	-	46,708	76,199	9,159	85,358
Subtotal	<u>382,267</u>	<u>15,349</u>	<u>7,008</u>	<u>474,326</u>	<u>252,962</u>	<u>1,131,912</u>	<u>119,360</u>	<u>1,251,272</u>
Total expenses	<u>\$ 2,201,736</u>	<u>\$ 108,996</u>	<u>\$ 103,152</u>	<u>\$ 2,390,474</u>	<u>\$ 1,670,554</u>	<u>\$ 6,474,912</u>	<u>\$ 495,512</u>	<u>\$ 6,970,424</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	<u>Workforce</u>	<u>Public Health</u>	<u>Molar</u>	<u>Friendship House</u>	<u>CSAP</u>	<u>Total Program</u>	<u>Management & General</u>	<u>Total</u>
Personnel:								
Salaries	\$ 987,365	\$ 115,572	\$ 112,796	\$ 1,102,500	\$ 377,817	\$ 2,696,050	\$ 281,983	\$ 2,978,033
Payroll taxes and employee benefits	185,492	20,750	21,938	191,092	70,231	489,503	48,518	538,021
Subtotal	<u>1,172,857</u>	<u>136,322</u>	<u>134,734</u>	<u>1,293,592</u>	<u>448,048</u>	<u>3,185,553</u>	<u>330,501</u>	<u>3,516,054</u>
Site expenses:								
Computer fees	16,218	1,186	3,392	14,158	4,688	39,642	3,161	42,803
Medical and pharmacy supplies, MOA	1,610,212	36,431	55,217	20,063	307,207	2,029,130	4,967	2,034,097
Office supplies	17,314	2,634	448	55,007	9,892	85,295	30,617	115,912
Food	-	-	-	58,405	-	58,405	-	58,405
Subtotal	<u>1,643,744</u>	<u>40,251</u>	<u>59,057</u>	<u>147,633</u>	<u>321,787</u>	<u>2,212,472</u>	<u>38,745</u>	<u>2,251,217</u>
General:								
Bad debt	-	-	-	12,847	-	12,847	-	12,847
Depreciation	-	-	6,869	-	-	6,869	26,613	33,482
Dues, memberships, education, and subscriptions	203,919	59	76	1,448	3,429	208,931	8,658	217,589
Education and training	2,108	-	140	-	1,050	3,298	45	3,343
Equipment and maintenance	22,299	-	544	3,787	-	26,630	2,420	29,050
Rent and occupancy	51,842	5,628	6,099	96,708	19,061	179,338	20,556	199,894
Insurance	5,364	972	1,173	5,254	1,902	14,665	5,016	19,681
Miscellaneous	-	-	219	6,757	975	7,951	-	7,951
Payroll processing fees	150	50	-	600	94	894	9,105	9,999
Postage	1,646	168	178	1,073	562	3,627	313	3,940
Printing	4,208	366	1,175	2,835	1,495	10,079	1,756	11,835
Professional fees	26,047	1,000	2,797	34,789	3,784	68,417	19,353	87,770
Training fees and supplies	53,602	914	1,000	10,580	9,968	76,064	4,758	80,822
Travel	47,224	2,806	1,475	26,851	27,947	106,303	8,423	114,726
Telephone	10,222	1,116	501	9,997	2,351	24,187	1,327	25,514
Vehicle expense	-	-	3,298	31	-	3,329	497	3,826
Event facility fees	18,524	9,067	-	-	27,420	55,011	6,942	61,953
Subtotal	<u>447,155</u>	<u>22,146</u>	<u>25,544</u>	<u>213,557</u>	<u>100,038</u>	<u>808,440</u>	<u>115,782</u>	<u>924,222</u>
Total expenses	<u>\$ 3,263,756</u>	<u>\$ 198,719</u>	<u>\$ 219,335</u>	<u>\$ 1,654,782</u>	<u>\$ 869,873</u>	<u>\$ 6,206,465</u>	<u>\$ 485,028</u>	<u>\$ 6,691,493</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (259,774)	\$ (97,865)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	27,312	33,482
Bad debt expense	12,153	12,847
Loss on sale of property and equipment	2,952	-
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	(56,789)	(431,418)
Accounts receivable - Dental services	898	(34)
Prepaid expenses	(11,712)	(11,396)
Restricted cash - IDN	46,959	(565,828)
Increase (decrease) in operating liabilities:		
Accounts payable	(191,716)	290,694
Accrued expenses	4,406	2,062
Accrued wages and related liabilities	88,298	111,263
Deferred revenue	595,419	269,155
Net cash provided (used) by operating activities	<u>258,406</u>	<u>(387,038)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Reinvestment of certificates of deposit interest	(636)	(525)
Proceeds from sale of property and equipment	2,001	-
Net cash provided (used) by investing activities	<u>1,365</u>	<u>(525)</u>
Net increase (decrease) in cash and cash equivalents	259,771	(387,563)
Beginning cash and cash equivalents	<u>687,847</u>	<u>1,075,410</u>
Ending cash and cash equivalents	<u>\$ 947,618</u>	<u>\$ 687,847</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. A nominal cash balance remains and activities have ceased.

The Organization's primary programs are as follows:

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

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

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

Friendship House – A residential facility to provide patient drug and alcohol treatment and recovery.

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

Financial statement presentation

Financial statements presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, *Financial Statement of Not-for-Profit Organizations* and the provisions of Accounting Standards Update (ASU) No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-or-Profit Entities*. Under ASU No. 2016-14, the Organization is required to report information regarding its financial position and activities according to two classes of net assets; net assets without donor restrictions and net assets with donor restrictions. The Organization had no net assets with donor restrictions at September 30, 2019 and 2018.

Basis of accounting

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

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

The Organization uses the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., measurable and earned. Measurable refers to the ability to quantify in monetary terms the amount of the revenue and receivable. Expenses are recognized when they become liable for payment.

Principles of consolidation

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

Use of estimates

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

Concentration of risk

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

Revenue recognition

Below are the revenue recognition policies of the Organization:

Dental Patient Revenue

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

Grant and Contract Revenue

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

Fees for Programs and Services

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

Cash and cash equivalents

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

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)**Restricted cash - IDN**

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

For the years ending September 30, 2019 and 2018, these amounts were restricted as follows:

	2019	2018
Administration fee to the Organization	\$ 800,000	\$ 1,200,000
Distributions to participants	<u>1,940,257</u>	<u>1,587,216</u>
	<u>\$ 2,740,257</u>	<u>\$ 2,787,216</u>

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstances when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for estimated contractual adjustments for dental service of \$0 and \$598 as of September 30, 2019 and 2018, respectively, and an allowance for doubtful accounts for grants and contracts of \$25,000 and \$12,847 as of September 30, 2019 and 2018, respectively. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Certificates of deposit

The Organization has three certificates of deposit that may be withdrawn without penalty with one financial institution. These certificates carry original terms of 12 months to 24 months, have interest rates ranging from .50% to .55%, and mature at various dates through September 2020.

Property and equipment

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

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

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

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

Depreciation expense totaled \$27,312 and \$33,482 for the years ended September 30, 2019 and 2018, respectively.

Deferred revenue

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

Net assets

The Organization is required to report information regarding its financial position and activity according to two classes of net assets: without donor restrictions and with donor restrictions.

Net assets without donor restrictions – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Net assets with donor restrictions – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no net assets with donor restrictions at September 30, 2019 and 2018.

Income taxes

The Organization and the ACO are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. The Organization had no unrelated business income activity subject to taxation for the years ended September 30, 2019 and 2018.

The Organization had adopted the provisions of FASB ASC 740-10. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Based on management's evaluation, management has concluded that there were no significant uncertain tax positions requiring recognition in the financial statements at September 30, 2019 and 2018.

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

Although the Organization is not currently the subject of a tax examination by the Internal Revenue Service or the State of New Hampshire, the Organization's tax years ended September 30, 2016 through September 30, 2019 are open to examination by the taxing authorities under the applicable statute of limitations.

Functional expenses

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

Change in accounting principle

The Organization adopted the provisions of ASU No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-For-Profit Entities* during fiscal year 2019. The ASU was issued to improve reporting by not-for-profit entities in the areas of net asset classifications and information provided about liquidity. Upon adoption of this standard the Organization has disclosed classifications of net assets in Note 1, and disclosed information about liquidity and availability in Note 8 of the financial statements. There is no effect on the change in net assets for the 2019 and 2018 fiscal years.

Implementation of new accounting pronouncements

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

ASU No. 2015-14, *Revenue from Contracts with Customers*. This ASU includes new revenue measurement and recognition guidance, as well as required additional disclosures. The ASU is effective for annual reporting beginning after December 15, 2018, and interim reporting periods within annual reporting beginning after December 15, 2019. The effect of this ASU has not been quantified.

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

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

Note 2. Cash Concentrations

The Organization maintains cash balances at two financial institutions. Their bank accounts at the institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per financial institution. Cash balances at the institutions did not exceed federally insured limits as of September 30, 2019; but may have exceeded the limits during the year. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2019.

The Organization manages credit risk relative to cash concentrations by utilizing “sweep” accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances ranged from .10% to .15% as of September 30, 2019.

Note 3. Operating Leases

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

The Organization operates the Friendship House, an outpatient drug and alcohol treatment facility and program. The Organization leases the premises under a five-year operating lease that expires March 2023, with monthly rent and CAM fee payments of \$19,582. The CAM fee portion is to be adjusted annually.

The Organization leases satellite offices in Lebanon, NH, Berlin, NH, Tamworth, NH, Woodsville, NH, and Conway, NH under month-to-month operating lease agreements.

In addition, the Organization leases various copiers with lease terms ranging from thirty-six months to sixty months, expiring on various dates through March 2023.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,	
2020	\$ 341,896
2021	243,916
2022	234,985
2023	117,492
Thereafter	-
	<u>\$ 938,289</u>

Lease expense for the aforementioned leases was \$323,073 and \$132,746 for the years ended September 30, 2019 and 2018, respectively.

Note 4. Deferred Revenue

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

	2019	2018
Deferred Revenue - IDN	\$ 2,992,839	\$ 2,387,744
Deferred Revenue - Other	<u>257,000</u>	<u>266,676</u>
Total	<u>\$ 3,249,839</u>	<u>\$ 2,654,420</u>

Deferred revenue - IDN

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

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

Note 5. Line of Credit

The Organization entered into a line of credit agreement with a local bank. The Organization has \$500,000 of available borrowing capacity under this line of credit, of which all is unused. The line of credit bears interest at the Wall Street Journal Prime Rate plus .50% and is secured by all assets of the Organization. The line of credit is due on demand and matures February 2020.

Note 6. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2019 and 2018.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be board members of North Country Health Consortium, Inc. and Subsidiary. Amounts paid to these organizations were \$279,120 and \$898,736 for the years ended September 30, 2019 and 2018, respectively. Outstanding amounts due to these organizations as of September 30, 2019 and 2018 amounted to \$200 and \$33,214, respectively. Outstanding amounts due from these organizations as of September 30, 2019 and 2018 amounted to \$1,000 and \$5,210, respectively.

Note 7. Retirement Plan

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are \$50 for each part-time employee and \$100 for each full-time employee. Employer contributions for the years ended September 30, 2019 and 2018 were \$77,366 and \$61,990, respectively.

Note 8. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise of the following:

Cash and cash equivalent	\$ 947,618
Accounts receivable, net	
Grants and contracts	1,011,598
Certificates of deposit	<u>126,701</u>
	<u>\$ 2,085,917</u>

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures. In the event of further liquidity needs, the Organization could draw upon \$500,000 of an available line of credit as described in Note 5.

Note 9. Commitment and Contingencies

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

Note 10. Federal Reports

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

Note 11. Reclassifications

Certain reclassifications have been made to the financial statements for the year ended September 30, 2018 to conform with the current year presentation.

Note 12. Subsequent Events

On March 11, 2020, the World Health Organization declared the outbreak of a coronavirus (COVID-19) a pandemic. As a result, economic uncertainties have arisen which are likely to negatively impact the Organization's financial operations. Other financial impact could occur though such potential impact is unknown at this time.

The Organization has evaluated subsequent events through March 17, 2020, the date the financial statements were available to be issued.



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

ADDITIONAL REQUIRED REPORTS

September 30, 2019

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Grant No.	Pass-through Grantor's Subgrant No.	Federal Expenditures
U.S Department of Health and Human Services				
<i>Direct Programs:</i>				
Network Development	93.912	D06RH28031		\$ 426,829
Rural Health Care Services Outreach Program (Opioid)	93.912	D04RH31641		185,022
Rural Health Opioid Program	93.912	H1URH32387		157,548
Rural Communities Opioid Response Implementation	93.912	GA1RH33527		<u>5,367</u>
				<u>774,766</u>
Rural Communities Opioid Response (Planning)	93.211	G25RH32457		<u>200,000</u>
Drug-Free Communities (SAMHSA)	93.276	IH79SP021539-01		<u>129,144</u>
<i>Total direct programs:</i>				<u>1,103,910</u>
<i>Passed through the State of New Hampshire:</i>				
Public Health Emergency Preparedness	93.074		U90TP000535	50,487
Disaster Behavioral Health Response Teams	93.074		U90TP000535	3,613
Hep A Vaccination	93.074		U90TP000535	8,228
Lead	93.074		U90TP000536	1,877
MRC	93.074		U90TP000536	<u>2,160</u>
				<u>66,365</u>
SAP	93.243		SP020796	212,061
Young Adult Strategies	93.243		SP020796	84,044
Young Adult Leadership	93.243		SP020796	<u>5,833</u>
				<u>301,938</u>
School-Based Immunization	93.268		H23IP00757	<u>10,103</u>
Continuum of Care	93.959		TI010035-14	34,813
Continuum of Care	93.959		TI010035	12,069
Substance Misuse Prevention	93.959		TI010035-14	60,300
Substance Misuse Prevention	93.959		TI010035	18,829
Student Assistance Program Federal Block Grant	93.959		TI010035	96,238
Public Health Advisory Council	93.959		TI010035	1,370
Substance Use Disorder (Friendship House)	93.959		TI010035-14	107,410
Substance Use Disorder (Friendship House)	93.959		TI010035	<u>36,190</u>
				<u>367,219</u>
Substance Use Disorder (Friendship House - SOR)	93.788		H79T10S16W	206,100
Substance Use Disorder (Friendship House - SOR)	93.788		H79T108168S	<u>68,700</u>
				<u>274,800</u>
Community Health Workers	93.757		NU58DP004821	<u>31,807</u>
Public Health Advisor Council	93.758		B010T00937	<u>12,306</u>
Public Health Advisory Council	93.991		NB10T009205-01-01	<u>2,077</u>
<i>Total passed through the State of New Hampshire:</i>				<u>1,066,615</u>
<i>Passed through the University of Dartmouth Area Health Education Center:</i>				
AHEC Supplement	93.107		U77HP03627-15-01	18,916
Area Health Education Centers	93.107		U77HP03627-09-01	<u>83,379</u>
				<u>102,295</u>
<i>Passed through the University of New Hampshire:</i>				
Practice Transformation Network	93.638		Agreement #16-039	<u>437,995</u>
Total Expenditures of Federal Awards				\$ <u>2,710,815</u>

See accompanying notes to schedule of expenditures of federal awards.

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

**Notes to Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2019**

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Note 2. Summary of Significant Accounting Policies

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



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of September 30, 2019, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated March 17, 2020.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

St. Albans, Vermont
March 17, 2020
VT Reg. No. 92-0000102

A.M. Peioch & Company, LLP



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

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

Report on Compliance for Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of North Country Health Consortium, Inc. and Subsidiary's major federal programs for the year ended September 30, 2019. North Country Health Consortium, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, North Country Health Consortium, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2019.

Report on Internal Control Over Compliance

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

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

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

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

St. Albans, Vermont
March 17, 2020
VT Reg. No. 92-0000102

A.M. Peisch & Company, LLP

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

**Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2019**

A. SUMMARY OF AUDITOR'S RESULTS

1. The independent auditor's report expresses an unmodified opinion on whether the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary were prepared in accordance with GAAP.
2. No material weakness or significant deficiencies relating to the audit of the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Governmental Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No material weakness or significant deficiencies relating to internal control over compliance for major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.
5. The auditor's report on compliance for the major federal award programs for North Country Health Consortium, Inc. and Subsidiary expresses an unmodified opinion on the major federal program.
6. There were no audit findings that are required to be reported in this schedule in accordance with 2 CFR Section 200.516(a).
7. The program tested as a major program was U.S. Department of Health and Human Services – Rural Health Care Services: Network Development, Rural Healthcare Services Outreach Program(opioid), Rural Health Opioid Program and Rural Communities Opioid Response Implementation (CFDA Number 93.912).
8. The threshold for distinguishing Types A and B programs was \$750,000.
9. North Country Health Consortium, Inc. and Subsidiary was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

There were no reported findings related to the audit of the consolidated financial statements for the year ended September 30, 2019.

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

There were no reported findings related to the audit of the federal program for the year ended September 30, 2019.

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

**Summary Schedule of Prior Audit Findings
For the Year Ended September 30, 2019**

2018 and 2017 – AUDITs OF MAJOR FEDERAL AWARD PROGRAMS

2018: There were no reported findings related to the audit of the major federal program for the year ended September 30, 2018.

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

NCHC Board

President (O)

Michael Lee

President, Weeks Medical Center

Vice President (O)

Ken Gordon

CEO, Coos County Family Health

Treasurer (O)

Suzanne Gaetjens-Oleson

Regional Mental Health Administrator, Northern Human Services

Secretary (O)

Karen Woods

Administrative Director, Cottage Hospital

MaryAnne Aldrich

Director of Community Relations and Development, North Country Home Health and Hospice

Scott Colby

President & CEO, Upper Connecticut Valley Hospital

Ed Duffy

Executive Vice President, Littleton Regional Healthcare

Ken Gordon

CEO, Coos County Family Health Services

Sergio Zullich, PharmD.

Interim CEO, Indian Stream Health Center

Tara MacKillop

Executive Director, Androscoggin Valley Home Care Services

Michael Peterson

President and CEO, Androscoggin Valley Hospital

Jeanne Robillard

CEO, Tri-County Community Action Program

Bob Thompson

Objective

Continue pursuing a career in the education, substance misuse prevention, and behavioral health fields that improves the lives of others, provides professional fulfillment, and is compatible with personal lifestyle interests.

Experience

Senior Program Manager

North Country Health Consortium
Littleton, NH
September 2019 - Present

Responsible for all management and oversight responsibilities associated with the Consortium's Substance Misuse Prevention portfolio.

Director, Office of Student Wellness

Berlin Public Schools
Berlin, NH
April 2015 - September 2019

Manage SAMHSA funded Project AWARE, Systems of Care Wraparound Services, and Restorative Justice grant programs. Direct all Office of Student Wellness related activities.

Program Manager

North Country Health Consortium
Littleton, NH
March 2007 - April 2015

Responsible for all management level responsibilities associated with the Consortium's Substance Misuse Prevention portfolio.

Programs Manager

Tri-County Community Action Programs
Alcohol and Other Drug Division
Berlin, NH
October-1997 - March-2007

Managed all Impaired Driver Intervention Programs; developed and managed *Adolescent Substance Abuse Prevention (ASAP)* program in Carroll, Coos, and northern Grafton County district courts.

Education

Bachelor of Science

San Diego State University - 1979

Major: Geography/Environmental Studies
Minor: Biology/Conservation

Master of Science

Granite State College - 2014

Leadership/Project Management

Skills and Credentials

Certified Prevention Specialist, 2012 - present; Positive Behavioral Interventions and Supports Trained Trainer Program at University of Connecticut, 2016-17; Board Certified Behavioral Analyst education program, Florida Institute of Technology 2017; Selectman, Town of Jackson, 2012 - 2019.

ANNIE PATOINE

SUMMARY

Friendly and enthusiastic professional with several years of experience in public interaction and office environments. Ability to learn new tasks quickly and proficiently.

Education

High School Diploma: June of 2002 with Honors, accounting, culinary arts, electricity and interned with Calex Ambulance. Saint Johnsbury Academy - Saint Johnsbury, VT

Allied Health Preparation Certificate - Community Collage of Vermont graduating on May 8, 2017 with Honors.

RELATED EXPERIENCE

North Country Health Consortium, Littleton, NH

Purchasing-Finance Assistant

May 2019 – Present

- Perform all duties related to processing orders for materials & supplies.
- Receive order requisitions from NCHC personnel using requisition email form – review for completeness and accuracy (vendor, account codes, description, approval). Enter requisition into AccuFund.
- Process order through assigned vendor (from order req).
- Shop for quotes as necessary for those orders that require three pricing options.
- Supports Student Assistance Program through communication with external partners regarding reporting requirements, technical assistance to SAPS regarding reporting, and tracking of reporting deadlines and data entry into the PWITS system
- Filing for A/P, A/R and Friendship House client billing information.
- Assist Financial Controller on an as needed basis for ad hoc projects.

Student Assistance Program Specialist

August 2018 - Present

- Supports Student Assistance Program (SAP) through communication with external partners regarding reporting requirements, technical assistance to SAPS (8 schools supported in program this year) regarding reporting, and tracking of reporting deadlines and data entry into the PWITS system.
- Collect and track Invoices for the 8 schools bi-monthly.
- Collect and track In-Kind spending for the 8 schools each month of the school year.
- Receive the state required reporting due in December and June each school year.
- Enter the monthly reporting for each of the 8 schools into the state PWITS system monthly.
- All edits and updates to the reporting workbook, In-Kind form, and Invoice form before the start of each school year.

ANNIE PATOINE

PTN Program Specialist

May 2017 – May 2019

- Maintains, coordinates, and updates database on Sharepoint for Practice Transformation Network initiative including practice listings, enrollment, and demographics; phase progression, practice assessment tools and plan due dates; and folder updates for all practices. Provides administrative support to PTN Program Staff including preparation of print and electronic PATS and Plans.
- Assists Finance Team with data entry, maintaining excel spreadsheets, filing, and other duties as requested
- Supports Student Assistance Program through communication with external partners regarding reporting requirements, technical assistance to SAPS regarding reporting, and tracking of reporting deadlines and data entry into the PWITS system
- Participates as needed in special projects
- Ensures compliance with NCHC policies and procedures, including code of ethics and confidentiality, while performing job functions

The Riverside School, Lyndonville, VT

March 2016 – May 2017

After School Coordinator & Substitute Teacher

- Plan snacks, activities and use of space in advance of each day's program start
- Keep track of attendance and pick up times for billing purposes, submit them to business manager
- Consistently supervising and engaging with students
- Use appropriate behavior management techniques to maintain student behavior
- Actively communicate and build positive relationships with the parents of students in the program
- Teach lesson plan as outlined by absent teacher
- Maintain a professional appearance as an example for children
- File papers
- Answer phones
- Reliable, and flexible

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Robert Thompson	Program Director	\$80,127.90	20%	\$16,026
Annie Patoine (TBD)	Program Admin Support (TBD)	\$45,655.29	10%	\$4,566