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

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

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April 18, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with North Country Health Consortium (VC# 158557), Littleton, NH, to expand Community Health Worker (CHW) training and Coalition support services by exercising a contract renewal by increasing the price limitation by \$350,000 from \$1,500,000 to \$1,850,000 and by extending the completion date from June 30, 2024 to June 30, 2025, effective upon Governor and Council approval. 86% Federal Funds and 14% General Funds.

The original contract was approved by Governor and Council on June 1, 2022, item #24, and most recently amended with Governor and Council approval on December 7, 2022, item #5A.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. In addition, the Department is extending the contract by twelve (12) months, which includes (1) month beyond the eleven (11) months renewal time remaining. The Contractor provides expertise and experience with the Community Health Worker training curriculum, a deep network of relationships with local community health organizations, and a dedicated leadership role among New Hampshire's Community Health Worker workforce.

The purpose of this request is for the Contractor to continue providing Community Health Worker training and CHW Coalition support services. Community Health Workers bridge health and social services for individuals, families, and communities; assist in the prevention of chronic disease; improve health outcomes by facilitating access to health and community services; and improve the quality and cultural competence of the service delivery system. The Contractor will enhance education for Community Health Workers by adding training sessions on early childhood health and immunization needs and providing resources to enable CHWs to better serve individuals and families. In addition, the Contractor will continue providing training, technical assistance, and continuing education programs to the public, health professionals, health insurers, and healthcare and community-based organizations to expand the use of Community Health Workers in New Hampshire.

Approximately 200 individuals will be served during State Fiscal Years 2024 and 2025.

The Department will continue to monitor contracted services through:

- Key deliverables and standards for CHW training statewide and ensuring alignment with the nationally accepted CHW Core Competencies.
- Required quarterly reports, which includes:
 - The number of/name of trainings, and the number of attendees at each training;
 - The number of Community Health Worker Certification committee meetings and attendees, as well as the sectors attendees represent; and
 - The number of Community Health Worker Coalition activities, attendees, and new memberships.
- The Contractor actively collaborating with the Department to enhance contract management and improve results.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the remaining eleven (11) months available, as well as one (1) additional month to extend for one (1) full year.

Should the Governor and Council not authorize this request, it will limit the development of a well-trained and coordinated Community Health Worker workforce and may impact the quality and reach of associated community health services.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.391, FAIN NH750T000031.

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

Respectfully submitted,


Lori A. Weaver
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET
Community Health Worker Training and Coalition Support
SS-2022-DPHS-10-COMMU-01-A02**

05-95-90-901010-57710000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS; PUBLIC HEALTH DIV,
BUREAU OF HEALTHCARE ACCESS, EQUITY, AND POLICY, PH COVID-19 HEALTH DISPARITIES
100% Federal Funds

North Country Health Consortium				Vendor #158557-B001		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	90577150	\$350,000.00	\$0.00	\$350,000.00
2022	102-500731	Contracts for Program Services	90577100	\$150,000.00	\$0.00	\$150,000.00
2023	102-500731	Contracts for Program Services	90577100	\$150,000.00	\$0.00	\$150,000.00
2023	102-500731	Contracts for Program Services	90577150	\$350,000.00	\$0.00	\$350,000.00
2024	102-500731	Contracts for Program Services	90577150	\$0.00	\$0.00	\$0.00
2025	102-500731	Contracts for Program Services	90577150	\$0.00	\$210,000.00	\$210,000.00
2025	102-500731	Contracts for Program Services	90577100	\$0.00	\$90,000.00	\$90,000.00
<i>Subtotal</i>				\$1,000,000.00	\$300,000.00	\$1,300,000.00

05-95-90-902510-19560000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: PUBUC HEALTH DIV,
BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION COVID-19
100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500732	Contracts for Program Services	90023210	\$500,000.00	\$0.00	\$500,000.00
<i>Subtotal</i>				\$500,000.00	\$0.00	\$500,000.00

05-95-090-902010-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU
OF FAMILY HEALTH AND NUTRITION, COMMUNITY COLLABORATION
100% General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program Services	90070471	\$0.00	\$50,000.00	\$50,000.00
<i>Subtotal</i>				\$0.00	\$50,000.00	\$50,000.00
Total				\$1,500,000.00	\$350,000.00	\$1,850,000.00

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Community Health Worker Training and Coalition Support contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Health Consortium ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 1, 2022 (Item #24), as amended on December 7, 2022 (Item #5A), Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,850,000
3. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 97% Federal Funds, comprised of:
 - 1.1.1. New Hampshire Initiative to Address COVID-19 Health Disparities, as awarded on May 27, 2021, by the Centers for Disease Control and Prevention, Assistance Listing Number (ALN) 93.391, Federal Award Identification Number (FAIN) NH750T000031.
 - 1.1.2. New Hampshire Immunization Program, as awarded on May 29, 2021, by the Centers for Disease Control and Prevention, ALN 93.268, FAIN NH23IP922595.
 - 1.3. 3% General Funds.
5. Modify Exhibit C, Payment Terms, Section 3, to read:
 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 through Exhibit C-5, Budget – Amendment #2.
6. Add Exhibit C-4, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.



All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/15/2024

Date

DocuSigned by:
Iain Watt
0778062F0704C7
Name: Iain Watt
Title: Interim Director - DPHS

North Country Health Consortium

4/12/2024

Date

DocuSigned by:
Lauren Pearson
41260610AF2488
Name: Lauren Pearson
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/15/2024

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services
Community Health Worker Training and Coalition Support



EXHIBIT B – Amendment #2

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide the services in this Agreement to organizations that serve diverse and underserved populations in accordance with NH RSA 354-A:31.
- 1.2. The Contractor must ensure services in this Agreement are available statewide.
- 1.3. For the purposes of this Agreement, all references to days shall mean business days.
- 1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 4:00 PM, excluding state and federal holidays.
- 1.5. The Contractor must utilize an Equity Review Toolkit, as provided by the Department, for all projects in this Agreement to ensure an equity approach for all scope of work.
- 1.6. **Community Health Worker Training**
 - 1.6.1. The Contractor must provide training, technical assistance, and continuing education programs to the general public, health professionals, health insurers, and healthcare and community-based organizations to expand the use of Community Health Workers (CHW) in addressing the impacts of COVID-19 related to social determinants of health.
 - 1.6.2. The Contractor must promote and coordinate CHW training statewide and work with Southern NH AHEC to determine training key deliverables and standards based on the CHW Core Consensus (C3) project. The CHW trainings must include consistent objectives that align with NH CHW Certification Standards.
 - 1.6.3. The Contractor must promote CHW training, which includes but is not limited to, the following activities:
 - 1.6.3.1. Conducting needs assessments to identify professional development opportunities for CHWs in the state.
 - 1.6.3.2. Managing CHW training logistics, including scheduling, registration, implementation and evaluation of the trainings.
 - 1.6.3.3. Building a cadre of CHW training faculty to support peer-to-peer training.
 - 1.6.3.4. Developing a CHW awareness program for racial/ethnic minorities and rural populations to promote recruitment for CHW training programs and build workforce capacity.
 - 1.6.3.5. Creating a professional development series, including opportunities for local CHW networking and education.
 - 1.6.3.6. Developing and offering training and continuing education to clinical and community-based agencies staff including early childhood educators, administrators, and payers on how to integrate CHWs into the work of the agencies.

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**New Hampshire Department of Health and Human Services
Community Health Worker Training and Coalition Support**



EXHIBIT B – Amendment #2

- 1.6.3.7. Coordinating with higher education institutions including NH Community College systems to create CHW Training Pathway to help build a career ladder or promotion pathway for CHWs to grow.
- 1.6.3.8. Developing and facilitating CHW Project ECHO model to support CHW and stakeholder training.
- 1.6.3.9. Providing technical assistance to healthcare, social service, early childhood educating and other organizations that want to hire CHWs or work with CHWs.
- 1.6.3.10. Identifying and engaging key stakeholders to assist in building and maintaining support for team-based care and CHWs in specialized roles within care teams and community-based programs.
- 1.6.3.11. Conducting statewide outreach to increase awareness of the NH CHW Coalition to encourage CHW peer engagement and opportunities for networking and professional development and support.
- 1.6.4. The Contractor must provide CHW training using on-line and/or in-person formats, including, but not limited to:
 - 1.6.4.1. Utilizing existing New Hampshire CHW training curricula on topics that include, but are not limited to:
 - 1.6.4.1.1. Understanding the CHW role.
 - 1.6.4.1.2. Developing Communication Skills.
 - 1.6.4.1.3. Cultural Competency and Cultural Humility.
 - 1.6.4.1.4. Health Equity.
 - 1.6.4.1.5. Outreach Methods and Strategies.
 - 1.6.4.1.6. Writing and Documentation Skills.
 - 1.6.4.1.7. Client and Community Assessment Skills.
 - 1.6.4.1.8. Service Coordination Skills.
 - 1.6.4.1.9. Motivational Interviewing.
 - 1.6.4.1.10. Group Facilitation and Presenting Skills.
 - 1.6.4.1.11. Public Health Concepts.
 - 1.6.4.1.12. Advocacy and Community Building.
 - 1.6.4.1.13. Professional Skills and Conduct, including Legal and Ethical Responsibilities.
 - 1.6.4.2. Expanding the existing CHW Curriculum including inclusion of CHW Core Competencies and other prevention trainings.
 - 1.6.4.3. Developing a CHW Crossover Curriculum for workers in early childhood education, family support, mental health, substance use disorder and others.

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Community Health Worker Training and Coalition Support**



EXHIBIT B – Amendment #2

- 1.6.4.4. Ensuring that CHW strengths, including their ability to connect with communities through their commonalities of shared life experience, are reinforced.
- 1.6.4.5. Using CHW training modules that emphasize health promotion and teach CHWs how to help NH residents focus on disease prevention, screening, and/or prioritize and manage their chronic diseases, and refer to evidence-based disease prevention and management programs and addressing social determinants of health that are impacting them.
- 1.6.4.6. Providing both basic and specific training for community-based CHWs on connecting patients with community health and wellness partners for immunization related to COVID-19 and chronic disease prevention, screening and management in consultation with the Department. CHW training must include:
 - 1.6.4.6.1. Vaccine Preventable Disease including, but not limited to, COVID-19, RSV influenza, shingles and pneumonia and their health impact on adults with chronic disease.
 - 1.6.4.6.2. Outreach and community education techniques for CHWs to support promotion of adult immunization within their communities.
- 1.6.5. The Contractor must implement other activities related to training, including, but not limited to:
 - 1.6.5.1. Developing outreach and awareness guidelines and information specific to reaching racial/ethnic and rural populations.
 - 1.6.5.2. Providing training, technical assistance and continuing education to the general public, health professionals, community-based organizations to expand the use of the CHWs in vaccine education.
 - 1.6.5.3. Using materials available through the U.S. CDC, the Department, or other organizations for training, promotion, and outreach with approval from the Department;
 - 1.6.5.4. Providing continuing education credits, as necessary, for licensed practitioners who complete training;
 - 1.6.5.5. Providing an evaluation summary to the Department of all training and technical assistance activities quarterly; and
 - 1.6.5.6. Supporting other training as required by the Department.
- 1.7. **Community Health Worker Coalition Support**
 - 1.7.1. The Contractor must partner with a statewide CHW Coalition, regional health care systems, community-based organizations, Accountable Care Organizations (ACOs), and other key partner organizations to integrate CHWs into health and social systems, improve CHW workforce development, identify viable financing mechanisms and build infrastructure to support CHWs. Activities must include, but are not limited to:

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- 1.7.1.1. Evaluating the impact of the CHW Coalition activities related to COVID-19 prevention and management, and other Social Determinants of Health (SDoH) in New Hampshire and document value added, effective use of services across the systems such as behavioral, social, and clinical improvement.
 - 1.7.1.2. Engaging leadership across organizations to build a centralized support for CHWs.
 - 1.7.1.3. Developing a set of core skills, competencies, and scope of practice for CHWs that are recognized statewide. This must be done in collaboration with a larger stakeholder group that includes CHW organizations, state and local health departments, universities, CHW trainers and employers, insurers, public agencies, nonprofits, and other interested groups.
 - 1.7.1.4. Educating stakeholders at the state and local levels about the observational data from practice and the evidence-based interventions that have demonstrated the effectiveness of CHWs, the beneficial outcomes for the public's health of integrating CHWs into health care systems, and the necessary components of comprehensive policies that support such integration.
 - 1.7.1.5. Identifying and promoting sustainable financing mechanisms to promote team-based care, inclusive of services provided by CHWs.
- 1.8. Community Health Worker Certification**
- 1.8.1. The Contractor must work with and support the Statewide CHW Coalition to increase participation and engagement, and promote the Coalition by performing the following services:
 - 1.8.1.1. Supporting NH CHW Coalition to develop the criteria for CHW Certification.
 - 1.8.1.2. Engaging stakeholders, subject matter experts and decision makers from private and public health related sectors to develop the framework for CHW Certification in NH.
 - 1.8.1.3. Building and expanding the foundational education competencies and curriculums associated with the requirements for CHW Certification.
 - 1.8.1.4. Acting as a liaison between CHWs, Coalition, and stakeholders on developing policy and proposed legislation for CHW certification.
 - 1.8.1.5. Synthesizing certification oversight and identifying potential structure for the CHW certification.
 - 1.8.1.6. Working with NH licensing agency to implement the criteria for CHW certification.
 - 1.8.1.7. Supporting statewide data collection and aggregation that illustrates the impact of CHW integration into healthcare and social

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service systems and the impact of solution-oriented services that address identified needs.

- 1.8.1.8. Exploring blended funding opportunities to ensure CHWs are able to work across historically siloed systems.
- 1.8.1.9. Increasing participation in quarterly CHW Coalition meetings, which must include representation of CHWs and CHW allies from across NH and a variety of organizations.
- 1.8.1.10. Improving communication between CHWs and stakeholders through information sharing, including newsletters and other social media.

1.9. Community Health Worker Board

1.9.1. The Contractor must build a statewide CHW Board that will provide guidance and direction pertaining to CHW certification, potential CHW Medicaid Reimbursement, CHW workforce expansion, as well as other CHW issues. Contractor must:

- 1.9.1.1. Investigate CHW State Board description from states that have implemented a successful Board and develop ideology from findings.
- 1.9.1.2. Participate in the Northeast CHW Coalition quarterly meetings to support the building of that Coalition and to gain information from states that have successfully implemented certification and state CHW board.
- 1.9.1.3. Develop a description of the roles and responsibilities of a statewide CHW board based upon research feedback/observations.
- 1.9.1.4. Work with organizations and individuals that would be candidates for the CHW board to build a framework and begin implementation.

1.9.2. The Contractor must research and develop a five (5)-year CHW NH State plan, in collaboration with CHW and stakeholders. Contractor must:

- 1.9.2.1. Conduct research regarding requirements for the development of a successful CHW NH State Five (5)-Year plan.
- 1.9.2.2. Produce a draft CHW NH State Five (5)-Year plan in collaboration with the Department, CHWs and CHW allies, such as healthcare providers and community programs who work with CHWs.
- 1.9.2.3. Produce and share the final plan with CHWs, stakeholders and the Department via statewide CHW Coalition meetings and outreach.

1.10. The Contractor must partner with the Department to develop a system compile a catalogue of all registered Community Health Workers who are currently active within the state of New Hampshire.

2. Exhibits Incorporated

2.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (HIPAA)

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Rule)(45 CRF 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 must manage all confidential data related to this agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Staffing Requirements

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

4. Reporting Requirements/Deliverables

- 4.1. The Contractor must submit a finalized Work Plan to the Department for approval within thirty (30) days of contract approval. The Work Plan must include, but is not limited to:
 - 4.1.1. A description and list of activities, including those focused on Vaccine Preventable Disease and Immunization;
 - 4.1.2. Names of responsible Contractor personnel, and
 - 4.1.3. A timeline.
- 4.2. The Contractor, in collaboration with the Department, must develop a Draft Year 2 Work Plan, which must be submitted thirty (30) days prior to the end of Year 1.

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- 4.3. The Contractor must begin evaluation planning within thirty (30) days of the Contract effective date, in consultation with the Department, including, but not limited to:
 - 4.3.1. Evaluating the success of capacity building activities as well as the value of the CHW model.
 - 4.3.2. Identifying appropriate evaluation and data collection methods to assess effectiveness of CHW role in disease prevention and management.
 - 4.3.3. Including the most appropriate approach to collecting information on implementation/process issues, and the value and impact of the Coalition when developing the evaluation plan.
 - 4.3.4. Selecting outcomes to be documented such as value added, cost savings to programs and effective use of services.
 - 4.3.5. Planning to disseminate results to support expansion of CHW interventions in New Hampshire.
 - 4.3.6. Meeting with the Department to discuss activities, budget, and performance measures on a monthly basis.
- 4.4. The Contractor must submit quarterly reports on all activities on a template reporting form provided by the Department, as described in Section 5.
- 4.5. The Contractor must provide a comprehensive annual report by June 30th of each year. The annual report must summarize:
 - 4.5.1. Participation
 - 4.5.2. Outcomes
 - 4.5.3. Challenges
 - 4.5.4. Strengths
 - 4.5.5. Identified needs for the upcoming fiscal year/contract year
- 4.6. The Contractor may be required to collect and share other key data and metrics with the Department, in a format specified by the Department.

5. Performance Measures

- 5.1. The Contractor must submit quarterly reports on all activities on a template reporting form provided by the Department, ensuring that the following minimum performance indicators are achieved annually to measure the effectiveness of the Agreement:
 - 5.1.1. A summary of the project outcome including barriers encountered in implementing the project.
 - 5.1.2. Key deliverables and standards for CHW training in NH are developed.
 - 5.1.3. All key deliverables and standards for CHW training in NH are aligned with the Nationally accepted CHW Core Competencies.
 - 5.1.4. Number of trainings, name of trainings, number of attendees.
 - 5.1.5. Number of trainings, name of trainings, number of attendees for sessions which include Vaccine Preventable Disease/Immunization and Early Childhood education subject matter.

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- 5.1.6. Number of CHW Certification committee meetings, number of attendees, identify sectors that attendees represent.
- 5.1.7. Steps taken to build infrastructure;
- 5.1.8. Number of viable finance mechanisms identified.
- 5.1.9. Number of CHW Coalition activities, number of attendees, CHW Coalition New memberships.
- 5.1.10. Number of Certification related infrastructure components recommended.
- 5.1.11. Number of listening sessions held, as well as the number of attendees and sectors they represent.
- 5.1.12. Steps taken to create sustainable reimbursement.
- 5.1.13. Steps taken to create CHW NH State Five (5)-Year Plan.
- 5.1.14. The number of CHWs, staff, administrators and payers who participate in training on the roles and value of CHWs.
- 5.1.15. The percentage of training participants who report use of CHWs in their programs three (3) – six (6) months after training.
- 5.1.16. The percentage of participants trained as CHWs who become employed in a CHW role after completing training.
- 5.1.17. The number and types of organizations represented on the CHW Coalition.
- 5.1.18. The number of CHW Coalition members broken down by CHW and Stakeholder.
- 5.1.19. The percentage of CHW Coalition members who report satisfaction with the leadership and structure of the Coalition.
- 5.1.20. The percentage of the CHW Coalition members who report their participation in the coalition adds value to their current work.
- 5.1.21. The number of health care staff, administrators and payers who participate in CHW Coalition training on the roles and value of CHWs.
- 5.2. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

- 6.1.1. 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.

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

- 6.2.1. The Contractor must 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

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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.

6.3. Credits and Copyright Ownership

- 6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the agreement must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 6.3.2. All materials produced or purchased under the agreement must have prior approval from the Department before printing, production, distribution or use.
- 6.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 6.3.3.1. Brochures.
 - 6.3.3.2. Resource directories.
 - 6.3.3.3. Protocols or guidelines.
 - 6.3.3.4. Posters.
 - 6.3.3.5. Reports.
- 6.3.4. The Contractor must not reproduce any materials produced under the agreement without prior written approval from the Department.

6.4. Operation of Facilities: Compliance with Laws and Regulations

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

7. Records

- 7.1. The Contractor must keep records that include, but are not limited to:
 - 7.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the

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**New Hampshire Department of Health and Human Services
Community Health Worker Training and Coalition Support**



EXHIBIT B – Amendment #2

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

7.1.2. 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.

7.2. 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 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 must disallow any expenses claimed by the Contractor as costs hereunder the Department must retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Handwritten initials "JP" inside a rectangular box, with the letters "DS" printed above the box.

Exhibit C-4, Budget - Amendment # 2

New Hampshire Department of Health and Human Services	
Contractor Name:	North Country Health Consortium.
Budget Request for:	Community Health Worker Training and Coalition Support, (CC GENERAL FUNDS)
Budget Period	G&C Approval - 06/30/2024
Indirect Cost Rate (if applicable)	30.40% on Wages/Benefits Only
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$29,904
2. Fringe Benefits	\$6,899
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$500
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$1,009
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$500
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$38,812
Total Indirect Costs	\$11,188
TOTAL	\$50,000

Contractor Initials: 

Exhibit C-5, Budget - Amendment # 2

New Hampshire Department of Health and Human Services	
Contractor Name:	North Country Health Consortium
Budget Request for:	Community Health Worker Training and Coalition Support
Budget Period:	07/01/2024 - 06/30/2025
Indirect Cost Rate (if applicable)	30.40% on Wages/Benefits Only
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$161,850
2. Fringe Benefits	\$37,339
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$3,600
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$500
6. Travel	\$1,138
7. Software	\$1,000
8. (a) Other - Marketing/ Communications	\$5,520
8. (b) Other - Education and Training	\$500
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$28,000
Total Direct Costs	\$239,447
Total Indirect Costs	\$60,553
TOTAL	\$300,000

Contractor Initials:

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 301456

Certificate Number: 0006194726



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Michael Lee, hereby certify that:

1. I am a duly elected Officer of North Country Health Consortium.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called, and held on October 21, 2021, at which a quorum of the Directors/shareholders were present and voting:

VOTED: That Lauren Pearson, Executive Director, and/or Michael Lee, Board President are duly authorized on behalf of North Country Health Consortium to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 11/1/24



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



North Country Health Consortium Mission Statement:

***“An Innovative Collaboration to improve the health status of northern New Hampshire.*”**

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

NCHC is engaged in activities for:

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



North Country Health Consortium, Inc. and Subsidiary

CONSOLIDATED FINANCIAL STATEMENTS

and

REPORTS IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

AND THE UNIFORM GUIDANCE

September 30, 2022 and 2021

With Independent Auditor's Report



NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

September 30, 2022 and 2021

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary (the Organization), which comprise the consolidated statements of financial position as of September 30, 2022 and 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of September 30, 2022 and 2021, and the consolidated changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards (U.S. GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, during the year ended September 30, 2022, the Organization adopted Financial Accounting Standards Board Accounting Standards Update 2020-07, *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. GAAP, and for 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.

Board of Directors
North Country Health Consortium, Inc. and Subsidiary
Page 2

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with U.S. GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Directors
North Country Health Consortium, Inc. and Subsidiary
Page 3

Supplementary 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 U.S. GAAS. 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 June 20, 2023 on our consideration of the Organization's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization'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 the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Bangor, Maine
June 20, 2023

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Consolidated Statements of Financial Position

September 30, 2022 and 2021

ASSETS

	<u>2022</u>	<u>2021</u>
Current assets		
Cash and cash equivalents	\$ 1,041,393	\$ 1,320,750
Accounts, grants, and contracts receivable, net	567,360	413,995
Prepaid expenses	29,423	33,530
Restricted cash - Integrated Delivery Network	-	818,010
Total current assets	<u>1,638,176</u>	<u>2,586,285</u>
Property and equipment		
Computers and equipment	147,396	147,392
Dental equipment	10,813	10,815
Furniture and fixtures	30,045	30,045
Vehicles	<u>368,061</u>	<u>18,677</u>
	556,315	206,929
Less accumulated depreciation	<u>(190,445)</u>	<u>(203,177)</u>
Property and equipment, net	<u>365,870</u>	<u>3,752</u>
Other assets		
Certificates of deposit	<u>12,869</u>	<u>127,904</u>
Total other assets	<u>12,869</u>	<u>127,904</u>
Total assets	<u>\$ 2,016,915</u>	<u>\$ 2,717,941</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable	\$ 62,597	\$ 65,296
Accrued wages and related liabilities	143,545	140,267
Deferred revenue	<u>458,044</u>	<u>1,448,193</u>
Total current liabilities and total liabilities	<u>664,186</u>	<u>1,653,756</u>
Net assets		
Without donor restrictions	<u>1,352,729</u>	<u>1,064,185</u>
Total net assets	<u>1,352,729</u>	<u>1,064,185</u>
Total liabilities and net assets	<u>\$ 2,016,915</u>	<u>\$ 2,717,941</u>

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Consolidated Statements of Activities

Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Support		
Grant and contract revenue	\$ <u>3,339,198</u>	\$ <u>5,276,490</u>
Revenue		
Fees for programs and services	242,211	296,655
Interest income	1,058	4,431
In-kind contributions	380,632	-
Other income	<u>141,972</u>	<u>9,165</u>
Total revenue	<u>765,873</u>	<u>310,251</u>
Total support and revenue from continuing operations	<u>4,105,071</u>	<u>5,586,741</u>
Program expenses		
Workforce	1,175,806	2,895,285
Public health	292,067	357,542
Mobile clinic / Molar	82,459	21,400
Community Substance Abuse Protection (CSAP)	<u>1,595,360</u>	<u>1,783,857</u>
Total program expenses from continuing operations	3,145,692	5,058,084
Management and general expenses	<u>670,835</u>	<u>618,804</u>
Total expenses from continuing operations	<u>3,816,527</u>	<u>5,676,888</u>
Change in net assets before discontinued operations	288,544	(90,147)
Gain from discontinued operations	<u> </u>	<u>147,269</u>
Change in net assets	288,544	57,122
Net assets, beginning of year	<u>1,064,185</u>	<u>1,007,063</u>
Net assets, end of year	\$ <u>1,352,729</u>	\$ <u>1,064,185</u>

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Consolidated Statement of Functional Expenses

Year Ended September 30, 2022

	<u>Workforce</u>	<u>Public Health</u>	<u>Mobile Clinic</u>	<u>CSAP</u>	<u>Total Program</u>	<u>Management and General</u>	<u>Total</u>
Personnel							
Salaries	\$ 279,366	\$ 183,533	\$ 36,889	\$ 901,880	\$ 1,401,668	\$ 388,620	\$ 1,790,288
Payroll taxes and employee benefits	<u>53,089</u>	<u>32,564</u>	<u>6,991</u>	<u>176,320</u>	<u>268,964</u>	<u>62,264</u>	<u>331,228</u>
Total personnel expenses	<u>332,455</u>	<u>216,097</u>	<u>43,880</u>	<u>1,078,200</u>	<u>1,670,632</u>	<u>450,884</u>	<u>2,121,516</u>
Non-personnel expenses							
Computer fees	10,454	10,077	651	26,859	48,041	14,094	62,135
Medical and pharmacy supplies	896	185	1,769	58,576	61,426	714	62,140
Office supplies	3,788	9,031	2,450	11,725	28,994	5,439	32,433
Memorandum of Agreement (MOA)	694,085	33,493	-	219,042	946,620	500	947,120
Bad debts	-	-	-	-	-	13,598	13,598
Depreciation	-	-	2,191	-	2,191	3,754	5,945
Dues, memberships, education, and subscriptions	50,740	46	308	2,094	53,188	6,644	59,832
In-kind services	-	-	12,569	-	12,569	-	12,569
Equipment and maintenance	634	1,547	42	1,649	3,872	69,288	73,160
Rent and occupancy	6,945	3,968	420	32,806	44,139	37,869	82,008
Insurance	1,559	811	958	5,409	8,737	6,017	14,754
Miscellaneous	45,053	400	-	204	45,657	864	46,521
Payroll processing fees	50	-	-	-	50	21,299	21,349
Postage	716	812	12	1,116	2,656	565	3,221
Printing	222	1,418	26	885	2,551	350	2,901
Professional fees	5,854	4,001	456	25,797	36,108	22,117	58,225
Training fees and supplies	14,772	2,572	2	59,056	76,402	4	76,406
Travel	4,750	6,982	1,248	43,007	55,987	3,731	59,718
Telephone	2,833	627	116	9,018	12,594	13,094	25,688
Vehicle expense	-	-	15,361	-	15,361	-	15,361
Event facility fees	-	-	-	19,917	19,917	10	19,927
Total non-personnel expenses	<u>843,351</u>	<u>75,970</u>	<u>38,579</u>	<u>517,160</u>	<u>1,475,060</u>	<u>219,951</u>	<u>1,695,011</u>
Total expenses	1,175,806	292,067	82,459	1,595,360	3,145,692	670,835	3,816,527
Indirect costs allocated to programs	<u>101,843</u>	<u>64,652</u>	<u>8,852</u>	<u>374,421</u>	<u>549,778</u>	<u>(549,778)</u>	<u>-</u>
Total expenses after indirect cost allocations	<u>\$ 1,277,649</u>	<u>\$ 356,729</u>	<u>\$ 91,311</u>	<u>\$ 1,969,781</u>	<u>\$ 3,695,470</u>	<u>\$ 121,057</u>	<u>\$ 3,816,527</u>

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Consolidated Statement of Functional Expenses

Year Ended September 30, 2021

	<u>Workforce</u>	<u>Public Health</u>	<u>Molar</u>	<u>CSAP</u>	<u>Total Program</u>	<u>Management and General</u>	<u>Total</u>
Personnel							
Salaries	\$ 375,085	\$ 170,898	\$ 12,574	\$ 970,495	\$ 1,528,832	\$ 400,570	\$ 1,929,402
Payroll taxes and employee benefits	<u>77,023</u>	<u>30,254</u>	<u>2,636</u>	<u>193,966</u>	<u>303,879</u>	<u>93,008</u>	<u>399,887</u>
Total personnel expenses	<u>452,088</u>	<u>200,952</u>	<u>15,210</u>	<u>1,164,461</u>	<u>1,832,711</u>	<u>493,578</u>	<u>2,328,289</u>
Non-personnel expenses							
Computer fees	10,609	3,616	471	29,693	44,389	9,751	54,140
Medical and pharmacy supplies	11,876	1,719	3,118	7,088	23,801	551	24,352
Office supplies	7,781	8,795	100	26,016	40,692	2,065	42,757
MOA	2,260,723	101,034	-	318,757	2,680,514	1,132	2,681,646
Depreciation	-	-	-	-	-	7,504	7,504
Dues, memberships, education, and subscriptions	65,131	172	190	541	66,034	7,888	73,902
Staff development	180	-	-	-	180	-	180
Equipment and maintenance	28,216	173	18	7,321	35,728	875	36,403
Rent and occupancy	17,050	8,427	597	51,421	75,495	20,712	96,207
Insurance	3,400	1,642	122	9,143	14,307	8,434	22,741
Miscellaneous	-	-	-	32,597	32,597	8,877	39,474
Payroll processing fees	25	231	-	101	357	14,958	15,315
Postage	494	263	17	1,645	2,419	669	3,088
Printing	314	43	3	331	691	835	1,326
Professional fees	13,850	1,636	178	23,886	39,350	20,189	59,539
Training fees and supplies	16,325	13,774	61	50,286	80,446	4,384	84,830
Travel	3,062	4,309	1,309	18,446	27,126	786	27,912
Telephone	2,973	82	6	8,501	11,542	18,378	27,920
Vehicle expense	-	-	-	-	-	450	450
Event facility fees	<u>1,388</u>	<u>14,694</u>	<u>-</u>	<u>33,623</u>	<u>49,705</u>	<u>1,208</u>	<u>50,913</u>
Total non-personnel expenses	<u>2,443,197</u>	<u>156,590</u>	<u>6,190</u>	<u>619,396</u>	<u>3,225,373</u>	<u>125,226</u>	<u>3,350,599</u>
Total expenses	2,895,285	357,542	21,400	1,783,857	5,058,084	618,804	5,676,888
Indirect costs allocated to programs	<u>137,148</u>	<u>50,133</u>	<u>5,049</u>	<u>374,432</u>	<u>566,762</u>	<u>(566,762)</u>	<u>-</u>
Total expenses after indirect cost allocations	<u>\$ 3,032,433</u>	<u>\$ 407,675</u>	<u>\$ 26,449</u>	<u>\$ 2,158,289</u>	<u>\$ 5,624,846</u>	<u>\$ 52,042</u>	<u>\$ 5,676,888</u>

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ 288,544	\$ 57,122
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	5,945	7,504
Change in allowance for doubtful accounts	-	9,853
Contribution of non-cash assets	(368,063)	-
(Increase) decrease in operating assets		
Accounts, grants, and contracts receivable	(153,365)	59,952
Total assets - discontinued operations	-	44,929
Prepaid expenses	4,107	(3,082)
Increase (decrease) in operating liabilities		
Accounts payable	(2,699)	(47,377)
Accrued wages and related liabilities	3,278	(109,044)
Deferred revenue	(990,149)	(2,012,330)
Net cash used by operating activities	<u>(1,212,402)</u>	<u>(1,992,473)</u>
Cash flows from investing activities		
Transfers from (reinvestment of interest from) certificates of deposit	<u>115,035</u>	<u>(547)</u>
Net cash used by investing activities	<u>115,035</u>	<u>(547)</u>
Net decrease in cash, cash equivalents, and restricted cash	<u>(1,097,367)</u>	<u>(1,993,020)</u>
Cash, cash equivalents, and restricted cash, beginning of year	<u>2,138,760</u>	<u>4,131,780</u>
Cash, cash equivalents, and restricted cash, end of year	<u>\$ 1,041,393</u>	<u>\$ 2,138,760</u>
Composition of cash, cash equivalents, and restricted cash, end of year		
Cash and cash equivalents	\$ 1,041,393	\$ 1,320,750
Restricted cash - IDN	<u>-</u>	<u>818,010</u>
Total cash, cash equivalents, and restricted cash	<u>\$ 1,041,393</u>	<u>\$ 2,138,760</u>

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2022 and 2021

1. Nature of Activities and Summary of Significant Accounting Policies

North Country Health Consortium, Inc. (NCHC) and Subsidiary (collectively, the Organization) is a not-for-profit health organization 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 is the operational home to the Northern New Hampshire Mobile Clinic.

NCHC'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:

Workforce – To provide workforce education programs.

Public Health – To coordinate public health networks, and promote the community emergency response plan.

Mobile Clinic – To sustain operations of a mobile clinic program, offering health services to all residents in northern New Hampshire.

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. As disclosed in Note 10, this activity has been discontinued.

Community Substance Abuse Prevention (CSAP) – To conduct community substance abuse prevention activities.

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

Basis of Presentation

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2022 and 2021

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

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

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of activities. The Organization had no net assets with donor restrictions at September 30, 2022 and 2021.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of NCHC and the ACO. All intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates

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

Relief Legislation and Forgiveness of Paycheck Protection Program (PPP) Loan

In response to the global pandemic, in April 2020, the Organization obtained a PPP loan under COVID-19 relief legislation in the amount of \$798,800 to cover qualifying expenditures incurred during the year ended September 30, 2020. During 2021, the loan was forgiven. The PPP loan is subject to Small Business Administration review for six years from the date of loan forgiveness.

Relief legislation established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services (DHHS). The Organization received PRF in the amount of \$78,822 during the year ended September 30, 2021. Management believes the Organization incurred lost revenues of at least \$78,822 through the year ended September 30, 2021, and recorded grant revenue equal to the relief received. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, the amount of income allowed to be recognized may change. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2022 and 2021

During 2021, the Organization was awarded a Coronavirus Relief Fund grant in the amount of \$550,000. The funds were to be used for operational costs of the Friendship House not otherwise covered as a result of reduced census and services due to COVID-19 for the period March 1, 2020 to December 30, 2020. Qualifying reimbursements in the amount of \$550,000 have been included as revenue in the consolidated statements of activities for the year ended September 30, 2021.

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.

Revenue Recognition

Below are the revenue recognition policies of the Organization:

Grant and Contract Revenue

Grants and contracts are recorded as revenue in the period they are earned by satisfaction of grant obligations. Grants and contracts are recorded as support without donor restrictions if restrictions are met in the year revenue is recognized.

Fees for Programs and Services

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

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when they are no longer required to provide services to that client, which is generally at the date services are performed.

Each performance obligation is separately identifiable from other promises in the contract with the client. As the performance obligations are met (i.e., day of services), revenue is recognized based on allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative standalone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in U.S. GAAP, and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2022 and 2021

Program service fee revenue is included in the consolidated statements of activities within the gain from discontinued operations and fees for program services and is as follows:

	<u>2022</u>	<u>2021</u>
Friendship House Income - discontinued operations	\$ -	\$ 235,039
Fees	227,954	287,755
Other	<u>14,257</u>	<u>8,900</u>
Net program service fee revenue	<u>\$ 242,211</u>	<u>\$ 531,694</u>

Grants receivable, net related to exchange transactions were \$198,948, \$247,933, and \$528,729 as of September 30, 2022, 2021, and 2020 respectively.

Cash and Cash Equivalents

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

Restricted Cash - Integrated Delivery Network (IDN)

Restricted cash – IDN consisted of advanced funding received from the State of New Hampshire Department of Health and Human Services for the IDN. The original advance of funds of approximately \$2,000,000 was 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 of \$413,256 was to be distributed to participants.

As of September 30, 2021, these amounts were restricted for distributions to participants. There were no such balances at September 30, 2022.

Accounts, Grants, and Contracts Receivable

The Organization has receivable balances due from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectibility 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 collectibility 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 grants and contracts of \$9,853 as of September 30, 2022 and 2021. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2022 and 2021

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 .25% to .35%, and mature at various dates through 2023.

Property and Equipment

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. Property and equipment is capitalized at cost if purchased or at fair market value if donated.

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 \$5,945 and \$7,504 for the years ended September 30, 2022 and 2021, 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.

Memorandum of Agreement Expenses

The Organization has entered into agreements (MOA) with subrecipients to help position IDN and other program participants to deliver integrated physical and behavioral health care that addresses the full range of individuals' needs, to expand capacity to address emerging and ongoing behavioral health needs, to reduce gaps in care across settings by improving coordination across providers, and to address relevant alternative payment models. Expenditures associated with these agreements include payments to subrecipients, service provider contracts, and consulting costs.

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, 2022 and 2021.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2022 and 2021

The Organization has adopted the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Subtopic 740-10, *Income Taxes - Overall*. FASB ASC Subtopic 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 consolidated financial statements at September 30, 2022 and 2021.

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, 2019 through September 30, 2022 are open to examination by the taxing authorities under the applicable statute of limitations.

Functional Expenses

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy, which are allocated on a square-footage basis, as well as salaries and benefits, which are allocated on the basis of estimates of time and effort.

Newly Adopted Accounting Standard Update

During the year ended September 30, 2022, the Organization adopted FASB Accounting Standards Update (ASU) No. 2020-07, *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, which supersedes accounting standards that previously existed under U.S. GAAP and increases the transparency of contributed nonfinancial assets for not-for-profit entities through enhancements to presentation and disclosure. This ASU has been adopted retrospectively; therefore, the consolidated financial statements and the related notes have been presented accordingly. No material changes to financial reporting were required as a result of this adoption.

2. Cash Concentrations

The Organization maintains cash balances at two financial institutions. These accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per financial institution. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2022.

The Organization manages credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains Insured Cash Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insured limits. Cash at these institutions is held in interest-bearing money market accounts.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2022 and 2021

3. Operating Leases

The Organization leases office space in Littleton, New Hampshire under a three-year operating lease that expires in May 2024 with two one-year renewal options.

The Organization operated the Friendship House, an outpatient drug and alcohol treatment facility and program. The Organization leased the premises under a five-year operating lease that was to expire March 2023, with minimum monthly rent and Common Area Maintenance (CAM) fee payments of \$19,582. The CAM fee portion was to be adjusted annually. Effective December 31, 2020, the lease was terminated.

The Organization leases satellite offices in Lebanon, Woodsville, and Plymouth, New Hampshire under month-to-month operating lease agreements.

Future minimum rental payments under lease commitments as of September 30 are as follows:

2023	\$ 77,412
2024	<u>52,461</u>
	<u>\$ 129,873</u>

Lease expense was \$82,211 and \$107,902 for the years ended September 30, 2022 and 2021, respectively.

4. Deferred Revenue

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

	<u>2022</u>	<u>2021</u>
Deferred revenue, IDN	\$ 82,554	\$ 818,010
Deferred revenue, other	<u>375,490</u>	<u>630,183</u>
Total	<u>\$ 458,044</u>	<u>\$ 1,448,193</u>

Deferred Revenue - IDN

Under the terms of an agreement between the Centers for Medicare & Medicaid Services (CMS) and the State of New Hampshire Department of Health and Human Services, various IDNs 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 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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2022 and 2021

submission and state approval of an IDN Project Plan. Of that amount, \$2,000,000 was to be retained by the Organization as administrative fees for five years and the remaining funds were to be disbursed to participants. For years two through five, the IDNs were to continue to earn performance-based incentive funding by achieving defined targets and any funds received were to be passed through to the participants. The project ended in December 2021.

5. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization in 2022 and 2021.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be members of the Board of Directors of NCHC. Amounts paid to these organizations were \$339,352 and \$365,000 for the years ended September 30, 2022 and 2021, respectively. There were no balances due to or from these organizations as of September 30, 2022 or 2021. One of these organizations provided a nurse practitioner to act as a part time medical director for 3-5 hours per week before the wrap up of the Friendship House program.

6. Retirement Plan

The Organization participates in a defined contribution plan under section 401(k) of the Internal Revenue Code (the Plan). Under the Plan, all employees are eligible, regardless of age. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to Internal Revenue Service 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, 2022 and 2021 were \$30,689 and \$38,792, respectively.

7. Liquidity and Availability of Financial Assets

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, are comprised of the following as of September 30:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 1,041,393	\$ 1,320,750
Accounts receivable, grants, and contracts, net	<u>567,360</u>	<u>413,995</u>
	<u>\$ 1,608,753</u>	<u>\$ 1,734,745</u>

In addition to maintaining 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.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2022 and 2021

8. 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.

9. Subsequent Events

In accordance with FASB ASC Topic 855, *Subsequent Events*, management has evaluated subsequent events for possible recognition or disclosure through June 20, 2023, which is the date these consolidated financial statements were available to be issued. Subsequent to September 30, 2022, the Organization's Board of Directors voted to dissolve the ACO.

10. Discontinued Operations

The Organization operated a pilot program referred to as "The Friendship House" which was discontinued in December of 2020. The operating results of The Friendship House were as follows for the year ended September 30, 2021:

Grant and contract revenue	\$ 576,461
Fees for programs and services	235,039
Expenses	<u>(664,231)</u>
Gain from discontinued operations	<u>\$ 147,269</u>

There was no depreciation, capital expenditures, or significant operating or investing noncash items related to the discontinued operations.

11. Contributed Nonfinancial Assets

For the year ended September 30, 2022, contributed nonfinancial assets recognized within the consolidated statements of activities consisted of a vehicle with a fair value of \$368,063 and certain parts and maintenance totaling \$12,569. There were no such contributed nonfinancial assets for the year ended September 30, 2021. Unless otherwise noted, contributed nonfinancial assets did not have donor-imposed restrictions. The Organization does not monetize contributed nonfinancial assets. Donations are valued and reported at their estimated fair value based on current rates for similar items.

SUPPLEMENTARY INFORMATION

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2022

<u>Federal grantor/pass-through grantor/program title</u>	<u>Federal AL Number</u>	<u>Pass-through Number</u>	<u>Federal Expenditures</u>
U.S. Department of Agriculture Passed through: University of New Hampshire Extension Collaborative on Immunization Teaching & Engagement	10.229	2021-77041-34831 (EXC220212118)	\$ <u>27,542</u>
Total U.S. Department of Agriculture:			<u>27,542</u>
U.S. Department of Health and Human Services Direct Programs:			
Area Health Education Centers Point of Service Maintenance and Enhancement Awards	93.107	N/A	<u>117,167</u>
Drug-Free Communities Support Program Grants	93.276	N/A	<u>125,844</u>
COVID-19 Provider Relief Fund	93.498	N/A	<u>72,822</u>
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement	93.912	N/A	<u>725,449</u>
Passed through: State of New Hampshire - DHHS Public Health Emergency Preparedness	93.069	NU90TP922018	<u>86,273</u>
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	U90TP000535	<u>22,793</u>
Passed through: State of New Hampshire - BDAS Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	SP020796	43,488
Passed through: State of New Hampshire - DHHS Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	SP020796	<u>240,915</u>
Total AL Number 93.243:			<u>284,403</u>
Immunization Cooperative Agreements	93.268	NH231P922595	35,160
Immunization Cooperative Agreements	93.268	NH231P922592	<u>14,055</u>
Total AL Number 93.268:			<u>49,215</u>

See accompanying notes to schedule of expenditures of federal awards

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2022

<u>Federal grantor/pass-through grantor/program title</u>	<u>Federal AL Number</u>	<u>Pass-through Number</u>	<u>Federal Expenditures</u>
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	NH75OT000031	<u>104,088</u>
Passed through: State of New Hampshire - BDAS Preventive Health and Health Services Block Grant Funded Solely With Prevention and Public Health Funds (PPHF)	93.758	B010T00937	<u>23,729</u>
Opioid STR	93.788	TI83326A	<u>9,666</u>
Passed through: State of New Hampshire - DHHS National Bioterrorism Hospital Preparedness Program	93.889	U3REP190580	<u>7,725</u>
Passed through: State of New Hampshire - BDAS Block Grants for Prevention and Treatment of Substance Abuse	93.959	TI010035	<u>27,677</u>
Block Grants for Prevention and Treatment of Substance Abuse	93.959	TI084659/TI083955	<u>104,754</u>
Total AL Number 93.959:			<u>132,431</u>
Preventive Health and Health Services Block Grant	93.991	NB010T009381	<u>7,374</u>
Total U.S. Department of Health and Human Services:			<u>1,768,979</u>
U.S. Department of Justice			
Passed through: State of NH Judicial Branch Comprehensive Opioid Abuse Site-Based Program	16.838	N/A	<u>21,815</u>
Total U.S. Department of Justice:			<u>21,815</u>
U.S. Department of Treasury			
Passed through: State of New Hampshire - DHHS COVID-19 Coronavirus State and Local Fiscal Recovery Fund	21.027	SLFRP0145	<u>56,292</u>
Passed through: State of New Hampshire - DHHS COVID-19 Coronavirus State and Local Fiscal Recovery Fund	21.027	N/A	<u>26,365</u>
Total AL Number 21.027:			<u>82,657</u>
Total U.S. Department of Treasury:			<u>82,657</u>
Total Expenditures of Federal Awards:			<u>\$ 1,900,993</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

Year Ended September 30, 2022

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2022. The information in the Schedule is presented in accordance with Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Costs 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.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

The Organization has elected not to use the 10% de minimis indirect cost rate.



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

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statement of financial position as of September 30, 2022, and the related consolidated statements of activities, 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 June 20, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing 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 the Organization'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 or significant deficiencies may exist that were not identified.

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization'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 financial statements. 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.

Berry Dunn McNeil & Parker, LLC

Bangor, Maine
June 20, 2023



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

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended September 30, 2022. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization 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, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards (U.S. GAAS); 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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each of its major federal program as a whole.

In performing an audit in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on 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 a 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.

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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

Berry Dunn McNeil & Parker, LLC

Bangor, Maine
June 20, 2023

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Schedule of Findings and Questioned Costs

Year Ended September 30, 2022

Section I. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

- Material weakness(es) identified? Yes No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported
- Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified: Yes No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

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

Unmodified

- Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)? Yes No

Identification of major programs:

AL

<u>Number</u>	<u>Name of Federal Program or Cluster</u>
93.243	Substance Abuse and Mental Health Services Projects of Regional and National Significance
93.912	Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement

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

\$750,000

- Auditee qualified as low-risk auditee? Yes No

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Schedule of Findings and Questioned Costs (Concluded)

Year Ended September 30, 2022

Section II. Financial Statement Findings

Not applicable

Section III. Federal Award Findings and Questioned Costs

Not applicable

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

**Summary Schedule of Prior Year Findings
and Questioned Costs**

Year Ended September 30, 2022

Finding 2021-001

Criteria

The Organization is responsible for designing, implementing and maintaining effective internal controls over financial reporting that provide reasonable assurance that the internal controls will prevent or detect and correct misstatements on a timely basis, intentional or unintentional, from occurring.

Condition and Context

During our audit procedures related to the payroll cycle, we noted an internal control deficiency related to recording the payroll accrual. Management did not perform sufficient review of payroll accruals to identify that some payroll expenses were being recorded as a debit to a liability account.

Cause and Effect

The condition identified resulted from significant turnover as well as a change in how certain fringe benefits were communicated to the Organization by the payroll service organization. The routine month-end closing transactions process was not updated to reflect this change. This resulted in an understatement of liabilities and expenses by \$34,219.

Prior Year Recommendation

We recommended the Organization perform a review of all statement of financial position accounts such that unidentified balances accumulating in those accounts would be identified and to update the month-end closing transactions process to properly reflect fringe benefits.

Status

Resolved

Finding 2021-002

Criteria

The Organization is responsible for designing, implementing and maintaining effective internal controls over financial reporting that provide reasonable assurance that the internal controls will prevent misstatements or detect and correct misstatements on a timely basis, intentional or unintentional, from occurring.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

**Summary Schedule of Prior Year Findings
and Questioned Costs (Continued)**

Year Ended September 30, 2022

Condition and Context

We noted one cash account for the consolidated entity that was not included in the Organization's general ledger. While the balance in the account is small, any account opened under the consolidated entity should be recorded on the general ledger, with regular activity monitored and reviewed by the appropriate staff. The account was identified during our consideration of the Organization's bank statements.

Cause and Effect

The conditions identified are the result of turnover and limited subsidiary activity during recent periods, which resulted in limited monitoring of one cash account. The account balance was \$3,080.

Prior Year Recommendation

We recommended the Organization include all depository accounts within the general ledger; with all accounts reviewed and reconciled by Organization personnel on a regular basis.

Status

Resolved

Finding 2021-003

Criteria

The Organization is responsible for designing, implementing and maintaining effective internal controls over financial reporting that provide reasonable assurance that the internal controls will prevent misstatements or detect and correct misstatements on a timely basis, intentional or unintentional, from occurring.

Condition and Context

One invoice which was reported as an expense during 2021 actually related to 2020. This expense was claimed for reimbursement under a federal award. Management's review of invoices was insufficient to identify an immaterial invoice with improper cutoff. One invoice out of a nonstatistical sample of 40 was recorded improperly.

Cause and Effect

The conditions identified related to significant turnover. The invoice identified as 2020 expenditures recorded in 2021 was \$1,597.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

**Summary Schedule of Prior Year Findings
and Questioned Costs (Continued)**

Year Ended September 30, 2022

Prior Year Recommendation

We recommended the Organization perform additional training of grant managers to help ensure their review of expenses includes identifying whether even immaterial invoices are being recorded in the correct period.

Status

Resolved

Section III. Federal Award Findings and Questioned Costs

Finding 2021-004

Programs Affected

AL 21.019 Coronavirus Relief Fund

Criteria

The Organization is responsible for designing, implementing and maintaining effective internal controls over compliance that provide reasonable assurance that the internal controls will prevent misstatements, intentional or unintentional, from occurring, or detect and correct misstatements on a timely basis.

Condition and Context

While comparing and reconciling the Schedule of Expenditures of Federal Awards (SEFA) to the consolidated financial statements, we noted certain program expenditures were excluded from the SEFA.

Cause and Effect

The conditions identified related to significant turnover as well as a lack of processes to identify and report COVID related funds. The condition resulted in management not identifying all programs to be included in the SEFA, which could have resulted in incomplete information reported to users of the SEFA.

Questioned Costs

N/A

Identification of Repeat Findings

N/A

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

**Summary Schedule of Prior Year Findings
and Questioned Costs (Concluded)**

Year Ended September 30, 2022

Prior Year Recommendation

We recommended the Organization implement a tracking system to identify and report all expenditures of federal awards in compliance with the requirements of the Uniform Guidance.

Status

Resolved

Finding 2021-005

Programs Affected

AL 93.959 Block Grants for Prevention and Treatment of Substance Abuse
Passed through State of New Hampshire with a completion date of June 30, 2021.

In line with 2 CFR Part 200.502, the determination of when a Federal award is expended must be based on when the activity related to the Federal award occurs. See Finding 2021-003

Status

Resolved



2023-2024 Board of Directors

OFFICERS

<p>Michael Lee, President Weeks Medical Center President/CEO</p>	<p>Ken Gordon, Vice-President Coos County Family Health Services Chief Executive Officer</p>
<p>Ann Duffy, Treasurer Cottage Hospital CFO</p>	<p>Michael Peterson, Secretary Androscoggin Valley Hospital President & CEO</p>

DIRECTORS

<p>Scott Colby Upper Connecticut Valley Hospital Former President and CEO</p>	<p>Greg Cook Upper Connecticut Valley Hospital President/CEO Joining as an honorary member until April 2024</p>
<p>Ed Duffy, MD Littleton Regional Healthcare Executive Vice President, Chief Medical Officer</p>	<p>Margo Sullivan Androscoggin Valley Home Care Interim Executive Director</p>
<p>Jeanne Robillard Tri-County Community Action Program Chief Executive Officer</p>	<p>Vacant Seat Ammonoosuc Community Health Services</p>



2023-2024 Board of Directors

<p><i>Kristina Fjeld-Sparks</i> NH AHEC Director Health Careers Institute at Dartmouth (HCID) Dartmouth's Geisel School of Medicine</p>	<p><i>Tiffany Haynes</i> North Country Home Health and Hospice Agency</p>
<p><i>Jaimie D'Alessandro</i> North Country Serenity Center</p>	<p><i>Suzanne Gaetjens-Oleson, Treasurer</i> Northern Human Services</p>
<p><i>Eric Moran</i> Whitehorse Recovery</p>	

Annette Carbonneau

EXPERIENCE:

North Country Health Consortium:

February 2017 - Present

June 2021 - Director - Community Health Worker (CHW) Programs

(Senior Program Manager June 2020 - June 2021)

(Program Manager January 2018 - June 2020)

(Project Manager February 2017 - January 2018)

- Directs and provides oversight to the NCHC Community Health Worker (CHW) Programs focused on education and support services for adults with unmanaged chronic illness, serving Northern Grafton, Coos, and Carroll Counties:
 - Management of \$1.5 million NH state contract to build the NH CHW workforce through training, education, awareness, and sustainability
 - Management of NH state contract to provide support and education around COVID-19
 - Management of contracts pertaining to CHW's providing education under the Preschool Development Grant; community education under the Chronic Disease and Chronic Pain Self-Management Education
 - Management of the first MCO state mandated pilot program to provide CHW services to MCO members
- Directs and provides oversight to the CHW/Recovery Coach (RC) direct service programs providing education and support services for individuals and families affected by substance use disorder:
 - Program development and management of three SUD related HRSA grants: Implementation 4, Neonatal Abstinence Syndrome and Psychostimulant
 - Lead author of the HRSA Implementation 4 grant submission
 - Management of the Recovery Friendly Workplace contract
- Protocol and processes creation for all CHW and CHW/RC direct support services
- Oversight of marketing and outreach for all programs including website creation, social media, and digital marketing
- Budget creation and management
- Relationship building with national, state, and local partners
- Reporting to regional, state, and federal funders for all related grants and contracts
- Oversight of project data and evaluation
- Strategic and sustainability planning for programs and staff
- Technical assistance to the NH CHW Coalition, including spearheading the outreach and education on CHW Certification
- Presenter at state and national conferences on CHW related topics and programs
- Mental Health First Aid Trainer
- CHW Program Trainer

Program Manager - Student Assistant Program (SAP) January 2018 - September 2018

- Contract management
- Supervision and professional development of Student Assistance Professionals in eight SAUs Project Success program implementation
- State required reporting

IDN Region 7 Project Manager February 2017-January 2018

- Development of IDN initiatives to support integrated care
- Reporting

NAMI NH National Alliance on Mental Illness –

Director of Adult and Family Programs - June 2015 to January 2016

- Grant and Project Management and oversight including reporting, and supervision of grant staff.
- Management of Family Mutual Support NH state contract that provided funding for all of NAMI NH's core family support and education programs
- Active participation in NAMI NH's Public Policy priorities- State and Federal Legislation, includes serving on the NAMI NH Public Policy Committee
- Direct responsibility for management, recruitment, and technical assistance to 19 NAMI NH Affiliates.
- Negotiate and deliver training contracts
- Served on the Mental Health Planning and Advisory Council (MHPAC). The State is required to have a mental health planning council, which includes consumers of mental health services and family members, as well as service providers and State officials, to review the State Plan and the implementation of the Plan. Also, served on the Medical Care Advisory Committee (MCAC) a public advisory group to advise the State Medicaid Director regarding New Hampshire Medicaid policy and planning.
- Organization Strategic Planning

June 2011 to 2015 Manager of Grant Operations

- Management of grants and projects for specific populations and topics including: Veterans and Military Families, Supported Employment, support, education and outreach to Coos County communities through Tillotson funding, Membership and outreach project funded by NAMI National, Seacoast Women's Giving Circle project to create awareness and promote advocacy around mental health.
- Management of NAMI NH website content, including videos and webinar production.

June 2004 – June 2011 Community and Volunteer Developer

- Volunteer Recruitment and Development
- Provided training and presentations on topics such as: Public Policy, Advocacy, "Life Interrupted" Family speakers program, Mental Health First Aid, Family-to-Family Educational Course, Interacting with People with Mental Illness.
- Oversight and management of content for NAMI NH's Social Media tools, including 5 Facebook pages, Blog, bi-monthly Enews and twitter.

PK's Garden Center –

General Manager

October 1986 - November 2003

- Management of all operations for a Garden Center and Landscape services retail business
- Financial analysis and planning of all aspects of the business
- Responsible for all employee policies and procedures, 70 employees
- Monitored and directed all purchasing

- Advertising and Marketing

Designs by Annette –

Sole Proprietor of a Landscape Design and Consultation Business.

ACCOMPLISHMENTS & TRAINING:

NAMI Family to Family Educational Course

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

Certified NAMI NH Support Group Facilitator

January 2001 – 2015 Started and facilitated a NAMI NH family support group in Littleton, NH.

NH State NAMI Support Group Facilitator Trainer

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

“Visions for Tomorrow” Teacher

August 2003 – Qualified to teach the Visions for Tomorrow Educational Course for parents with children with serious emotional disorders.

“Life Interrupted” Family Speakers Program

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

NAMI NH Public Policy/Advocacy Training

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

“Family to Family” Educational Program Certified Teacher

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

Certified Adult Mental Health First Aid Trainer

July 2013- Present certification also in Veterans Mental Health First Aid and First Responder's Mental Health First Aid

Project Success Program Training

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

Prime for Life Trainer

October 2017- Completed training for the Prime for Life program

Tillotson Leadership Series participant

2015

AWARDS-

2014-Eric Cogswell Memorial Award -Given to recipients who “provide hope, education and/or support” for those living with mental illness.

2014-NH Psychological Association - Recognition for the creation of the "Life Interrupted" Speakers Program

2020- NH Community Health Worker Stakeholder of the Year Award

CURRENT VOLUNTEER ROLES-

Board of Directors for Northern Human Services- Community Mental Health Center for the most northern regions of NH.

Board of Directors for Center for New Beginnings- Mental Health Center

Elected member of the Sugar Hill Cemetery Committee.

AMBER CULVER

Energetic and eager to learn, with experience in fast paced environments. Excellent time management and easily accommodating to change. Passionate about high quality patient care, and helping patients achieve Healthcare goals and customer satisfaction. Committed to ensuring equitable resources and outcomes for my community and building workforce capacity for Community Health Workers.

EXPERIENCE

MARCH 2017 – PRESENT

**COMMUNITY HEALTH WORKER, CHW PROGRAM MANAGER, WAYS2WELLNESS
CONNECT NORTH COUNTRY HEALTH CONSORTIUM**

Responsibilities and other roles within organization:

- Administrator for NCHC's HIPAA compliant electronic record database, Apricot – Oversee CHW records, create reports, add and train new users, create and update new forms.
- Outreach and relationship building with project partners – Create and maintain relationships with partners for local and statewide initiatives. This includes hospital and health center administrators, healthcare staff, policy & advocacy staff, CHWs and many others.
- Planning, implementing and evaluating activities to meet program grant deliverables – Identify and implement strategies that will meet program goals within deadlines in conjunction with other program staff.
- Program budget oversight – Oversee spending for 2 – 5 different grants at a time. Work with program staff to spend appropriately and ethically to meet deliverables and avoid waste.
- Instructor/Course leader – Act as a backup instructor for the 9-week foundational NCHC CHW Training.
- Staff supervision – Provide direct supervision to 6 staff members: 3 CHWs, 2 coordinator level staff and 1 administrative support employee. Ensure staff members meeting administrative requirements, provide support and guidance, and encourage professional development.
- NH CHW Coalition – Co-Chair of the NH CHW Coalition since June 2021.
- Former roles within NCHC: CHW Program Coordinator/Supervisor, Community Health Worker Team Lead, Community Health Worker, Molar Express Care Coordinator

OCTOBER 2011 – MAY 2017

LICENSED NURSING ASSISTANT, RESTORATIVE AIDE, MORRISON NURSING HOME

- Skilled rehabilitation unit- Worked closely with other members of the healthcare team to provide rehabilitative care to residents recovering from injuries, surgeries, or in need of general recovery and strengthening.
- Dementia/memory care unit- Provided a safe and calming environment for residents with impaired cognition. I was responsible for assisting them with all activities of daily living. In an unstable environment, I had to be a friendly, approachable and safe person for these residents.

EDUCATION

2011

CLINICAL CAREER TRAINING

Licensed Nursing Assistant

2008

WHITE MOUNTAINS REGIONAL HIGH SCHOOL

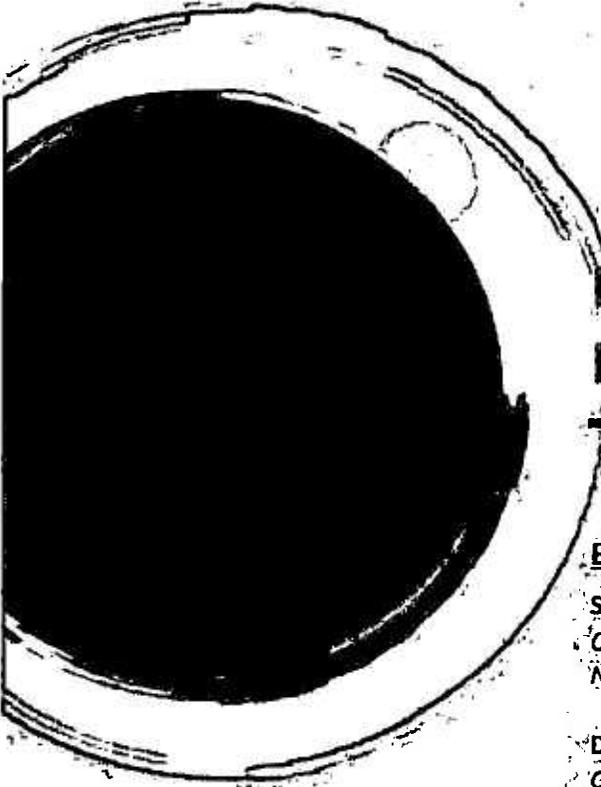
High School Diploma

SKILLS

- Excellent communication skills, both in-person and by phone.
- Proficient with virtual platforms such as Zoom, Google Meets, Skype.
- Familiar with Excel, Publisher, PowerPoint and other programs.
- Can effectively use Motivational Interviewing.
- Quick to learn new skills and routines, can adapt to change easily.
- Experience with different Electronic Medical Record databases.
- Enjoy working directly with people, building and maintaining relationships.
- CPR and first aid certified.

ADDITIONAL

Community Health Worker capacity and workforce development has become a passion of mine over the last 4 years. In addition to my roles within NCHC as a CHW and Program Coordinator/Supervisor, I have also taken on an active role within the National Association of Community Health Workers (NACHW). I currently serve on the NACHW Board of Directors, and co-chair the Nominating Committee, which is responsible for hosting the Annual Meeting and holding elections for new Board Members. My several roles within NCHC, the NH CHW Coalition, and NACHW have provided me opportunities to build unique and lasting relationships with CHWs and a variety of stakeholders within NH, New England, and across the nation.



Dhaniele Duffy

Experience

September 5th 2023-Current

Communications & Outreach Coordinator • Ways2Wellness Connect • North Country Health Consortium •

December 2019–August 2023

Community Relations Liaison • Cottage Hospital •

- Digital Design
- Managing Social Media & Company Website
- Design & Production of Print Advertisements for Hospital/Service Lines
- Video Production & Editing
- Planning/Coordination & Execution of Events
- Community Engagement & Event Attendance
- Building & Maintenance of relationships with area businesses/press/organizations
- Public Information Officer
- Department Budget Development



Skills

- Critical Thinking
- Public Speaking
- Self-Sufficiency
- Problem Solving
- Teamwork
- Flexibility
- Multitasking
- Ability to Perform Under Pressure
- Strategic Media Relations

2017–2019

Server • 99 Restaurants •

- Regular Closing Shifts (5+ nights per week)
- Time Management
- Interpersonal Relations & Communication
- Attention to Detail
- Customer Service
- Adaptability

2010-2014

Human Resource Specialist • Rank: E-4 Specialist • U.S. Army

- Leadership
- Integrity
- Effective Communication
- Confidential Security Clearance
- Quick to Adapt

Interests

- Travel
- Reading
- Spending time with my 8-year-old & my family



- Organization
- Compliance
- Strategic Planning

Education

University of New Hampshire, Durham New Hampshire

- Business & Political Science
- 2011-2014

Completed, FEMA Public Information Officer Basics Course

- 2020

Completed, AVID Media Composer Video Editing Course

- 2021

Memberships & Achievements

- Member, Board of Directors, COHASE Chamber of Commerce
- Member, Board of Directors Development Committee, North Country Health Consortium
- Vice President, Cottage Hospital Auxiliary
- Secretary & Historian, Cottage Hospital Employee Association
- Honor Graduate, Basic Combat Training, U.S. Army, 2011
- Army Achievement Medal, U.S. Army, 2011
- Student First Sergeant, U.S. Army, 2011-2012

M / B

MADIGAN BAILEY

Marketing & Events Coordinator

As a recent college graduate, I am an enthusiastic and driven individual currently working as a Marketing and Events Coordinator. With a solid educational foundation and practical experience in the field, I possess a strong skill set that allows me to excel in planning and executing successful marketing campaigns and events.

CONTACT



EDUCATION

Bachelor of Science, Marketing 05/2023
Minor: Photography
Lasell University - Newton, MA
• Honoree of Magna Cum Laude
• Awarded Outstanding Collaboration
• Inducted into Delta Mu Delta, International Honor Society of Business

SKILLS

- Community Networking
- Community Engagement
- Time Management
- Partnership Development
- Active Listening & Communication
- Adaptability
- Leadership
- Creativity & Problem-Solving

TECHNICAL EXPERTISE

- Salesforce
- Marketing Cloud
- Mailchimp
- Microsoft Office Suite
- Microsoft Teams
- Canva
- Trello
- Adobe InDesign
- Social Media
- Slack
- Slate

WORK EXPERIENCE

Marketing & Events Coordinator

03/2023-Present

North Country Health Consortium

- Conduct statewide outreach to increase awareness of the NH CHW Coalition and encourage peer engagement opportunities
- Outreach and marketing coordination, including creation and distribution of flyers, brochures, or other informational or educational documents to inform and engage partners and clients
- Plan and implement statewide events for CHWs and stakeholders such as annual meetings, summits, listening events, etc.
- Maintain the NH CHW Coalition website and manage social media posts
- Develop marketing documents and educational tools for CHW Department initiatives

Marketing & Recruitment Intern

06/2022-05/2023

Big Brothers Big Sisters of Eastern MA

- Assisted Community Engagement Team with in depth research of top corporate and community targets
- Initiated outreach including cold calls, emails, LinkedIn messaging, and SMS
- Developed content related to upcoming recruitment events
- Assisted in managing and maintaining blog and social media content calendars
- Participated in discussions around marketing communications and strategies

Blue Key Society Ambassador

09/2022-05/2023

Lasell University Admissions Office

- Answered questions honestly and with tact regarding courses, student life and on campus living
- Participated in admissions events which brought large numbers of prospective students to campus
- Filled paperwork, answered phone calls and input data into the Slate system
- Gave informative tours of campus to prospective students and families, both in large groups and one on one

AmeriCorps Member

03/2020-08/2022

Epilepsy Foundation of New England

- Leading and planning virtual support groups for people with epilepsy to give them an opportunity to share personal experiences and seek advice from others
- Organize outreach and mentoring initiatives for middle school, high school, and college aged youth to encourage personal and professional development
- Brainstorm and create social media content to inspire youth and volunteer engagement

CERTIFICATIONS

- Google Analytics
- HubSpot Social Media Marketing
- Data Visualization for Public Health
- LinkedIn Adobe InDesign

Carolyn D. Schofield

Experience:

North Country Health Consortium

Senior Community Health Worker

November 2018- Present

- Build rapport and trust with clients to assist them in determining their individual social determinant of health needs and connect them to community services. Provide informal coaching to help them address their health and social needs to eliminate or reduce barriers. Conduct home visits.
- Foster strong relationships with area partner organizations to collaborate in client/patient needs, promote the Ways 2 Wellness Connect program, increase interest in the self-management programs and CHW trainings offered.
- Trained to lead workshops in Stanford's; Chronic Disease Self-Management Program and Chronic Pain Self-Management Program. Trained leader in Tai Ji Quan: Movement for Better Balance. Oversee scheduling and marketing of self-management workshops.
- Northern AHEC Administrative Lead for the Better Choices Better Health Program. Duties include scheduling of workshops within the NCHC leader staff, organizing and assisting new leaders, inputting data for evaluation purposes at the direction of the SNAHEC staff.
- Aid in improved communication between referring partner organizations and our clients while adhering to confidentiality procedures.
- Attend and participate in community events such as health fairs, poster sessions promoting our program at conferences, and a panel member at local community conversations.

Community Health Worker Education Coordinator

July 11, 2022- Present

- Manage and coordinate Community Health Worker Training logistics, including scholarship requests and eligibility, scheduling, registration, curriculum improvement and evaluation processes.
- Help to develop and maintain peer to peer coaching to new CHW class instructors to assist in growing the capacity of additional trainings in the future. Organize meetings to review changes to the training. Organize and develop curriculum changes.
- Work as a team to maintain communication with training participants, grade quizzes and homework assignments. Offer individual assistance to class participants when needed.
- Work closely with other marketing and coordination teams to promote the training and scholarship opportunities.
- Research training topics to provide 1-3 hour training opportunities to statewide NH CHW Coalition members, partners and allies. Annual Summit planning member.

Cape Horn Pet Clinic

Practice Manager

June 2014- November 2018

- Worked closely with owner of practice to open a new, warm and friendly veterinary clinic. Ordering equipment, coordinating schedules of maintenance crews to adhere to a strict open house dates. Configured the hospital in a way that would allow maximum efficiency.
- Created new training programs, implemented new work policies and procedures, helped develop an employee handbook, hired new staff, maintained personnel files and helped the staff plan for continuing education. Promoted a client-centered environment by organizing programs and procedures that met and exceeded client's needs and expectations.
- Developed a cooperative work environment among staff members; instilling the value of teamwork; showed enthusiasm and willingness to perform as necessary to help the practice function as a unit.
- Promoted marketing programs that increased client/ patient visitation rates. Developed product branding and logo designs. Studied and maintained effective advertising in the

- Yellow Pages, print advertising and social media. Created and updated a user-friendly website with the help of a designer. Initiated new programs and marketed services through public relations campaigns (Rabies Clinics, Special Pricing Days, contests, and giveaways).
- Effectively educated clients on their pet's health concerns, offering helpful advice, tips, and tricks on how to better care for their pets needs. Assisted clients in their transitions to referral hospitals when necessary. Educated clients on a multitude of medical diagnosis, treatments, and follow up plans.

Winnepesaukee Emergency/ Meredith Place Veterinary Emergency
Emergency Veterinary Technician
June 2012- June 2014

Northern Lakes Veterinary Hospital
Veterinary Technician
December 2012- June 2014

Animal Hospital of Nashua/ Animal Medical Center of New England
Out Patient Nurse, Team Leader of Out Patient Nurses, ICU Technician
August 2009- May 2012

Countryside Veterinary Hospital
Kennel Assistant
December 2006- August 2008

Massachusetts General Hospital
Laboratory Animal Specialist I & II
October 2005- December 2006 Boston/

Education

Middlesex Community College
Bedford, MA Major: Graphic Design

Westfield State College
Westfield, MA Major: Psychology

Chelmsford High School
Chelmsford, MA Graduated: 1995

Additional Experience and Certification

- Northern Vice Chair of the New Hampshire Community Health Worker Coalition
- Co-chair of the NH CHW Coalition, sub-committee on Certification
- Certified by the American Heart Association in CPR
- Trained Lader in Chronic Disease Self-Management
- Trained leader in Chronic Pain Self-Management
- Trained leader in Tai Ji Quan: Moving for Better Balance
- Naloxone Administration Trained
- UNH Professional Development and training: Teaching Adult Learners
- Member of the National Association of Community Health Workers
- Member of the New England CHW Coalition

Rebecca J Hill-Larsen

Employment History

Community Health Worker, North Country Health Consortium, September 2021-present

- Bridge the gap between communities and the health and social service systems
- Navigate the health and human services system
- Advocate for individual and community needs, Build individual and community capacity
- Provide direct service, Client record keeping
- Covid and vaccination CHW
- UNH Extension trainer SBV
- Pilot Local Care Management for New Hampshire Healthy Families
- Build CHW workforce capacity through mentoring and technical assistance to support local, regional, and statewide development and integration.
- CHW Training trainer

Operations Coordinator, Kingdom Community Services, April 2021-August 2021

- Work with program managers to create volunteer recruitment, training, and volunteer support processes
- Collaborate with program managers to develop systems that support staff and increase services to meet growing needs
- Manage marketing and communication projects including social media, website and press releases
- Work with community partners to strengthen the food resources available to the greater St Johnsbury community
- Assist with grant writing and management

Project Manager, All Saints' Community Food Cupboard, May 2017-Present

- Coordinate ordering, delivery and displaying of food and non-food items for clients
- Compile data on client visits for New Hampshire Food Bank, USDA and church reports
- Recruit, train and schedule volunteers to work with clients and assist with food deliveries
- Write and manage grants from New Hampshire Food Bank and other donors
- Manage social media and communications about the Food Cupboard with the congregation

Professional Organizer, Embark Organizing, September 2017-September 2021

- Founder and owner of Embark Organizing
- Create plan to assist clients in becoming organized
- Utilize evidence-based strategies to empower clients to make meaningful change
- Work side-by-side with clients to achieve their organizing goals
- Assist clients in rightsizing before a move or change in life event

Assistant Market Gardener, Small Axe Farm, August 2020-October 2020

- Harvest and storage of vegetables
- Process and package vegetables for points of sale
- Preventive management and control of weeds and pests

Seasonal Greenhouse Staff, Houghton's Greenhouse Feb.-June 2020 & 2021;
March 2019-July 2019

- Manage social media presence, create signage onsite
- Transplant seedlings and plants, create hanging baskets
- Plant maintenance and display
- Customer service during check out, drive-up service during COVID-19 restrictions

Substitute Art Teacher, The Riverside School,

October 2012-May 2019

- Maintain a creative atmosphere in the visual arts program when the art teacher was not available
- Follow lesson plans or create my own for students in Kindergarten through 8th grade
- Manage the needed art supplies and clean up for each project

Preschool teacher Children's Learning Center,
Head Naturalist Martha Lafite Thompson Nature Center
Zookeeper
Junior Curator Boston Museum of Science

Education:

Master of Public Health Anticipated May 2027 University of Vermont Burlington, VT

Bachelor of Science in Animal Ecology-Iowa State University, Ames IA

Diploma-Winchester High School, Winchester, MA

Certificate: Professional Organizing Degree from Organizing U, organizing.com

Certificate: Core Four Business Planning Course from WREN, Bethlehem, NH

Certificate: CHW Training from North Country Health Consortium, Littleton, NH

Trainer for Chronic Disease Self-Management Program and Chronic Pain Self-Management Program

Certificate: UNH professional development and training course Teaching Adult Learners

Community & Volunteer Involvement

- Secretary, Steering Committee, NH CHW Coalition January 2022-present
- CEHI advisory board
- CHW Advance advisory board
- Panel member Summit conference
- Presenter Stories behind Vaccination
- President, Board of Trustees, The Riverside School Lyndonville VT January 2019-August 2021
 - Board member since June 2015
- Secretary, Board Member, Fairbanks Museum and Planetarium St Johnsbury, VT January 2019-present
 - Diversity and Inclusion subcommittee April 2021-present
- Member Social Justice Committee, All Saints' Church Littleton, NH July 2020-present
- Secretary of Board, North Country Pride, Littleton, NH April 2021-present
- Facebook Administrator, Buy Nothing Group-Caledonia County April 2021-present
- Selectboard member, Town of Kirby Vermont 2012-March 2017
- Board representative from Kirby, Northeast Kingdom Waste Management District 2016-April 2021

Awards

- Fairbanks Fellow Fairbanks Museum St Johnsbury VT May 2019
- Volunteer Coordinator's council Volunteer Coordinator of the Year Kansas City MO 1999
- National Association of Interpreters Region 7 Young Interpreter award 2000

Professional Memberships

- NH CHW Coalition September 2021- present
- NACHW September 2021-present
- APHA June 2022-present

Savanah Miller

Employment History:

North Country Health Consortium

Position: Recovery Support Manager

Program: Ask PETRA, WARM, RFW Liaison Program

Employed since November 2020

Topic of the Town Restaurant & Catering

603-444-6721

Position: Manager

2002-2022

Skills: Communication, Teamwork, Active Listening, Adaptability, Positivity.

Luana Wilson-Reynolds

Objective

I am seeking a job in an office setting, where we work as a team, and independently I enjoy greeting the public, working with them and assisting with their needs, in a cohesive team environment.

Employment

11/2022 - Present

North Country Health Consortium – Administrative Assistant CHW/W2W NH Big Grant program

Enter all referrals into Apricot – Electronic Record

Check for chart completion.

Schedule meetings through Zoom, and CHW Calander in Outlook

This is a new position, developing as we go. I remain open and willing to do what is asked of me, and excited to be part of developing this position.

North Country Gastroenterology – Receptionist

Being a receptionist for NCG, I enjoyed greeting and helping all the patients that presented at the office.

Answering Phones – Answered and forwarded calls as appropriate.

Scheduling – Scheduled all patients for initial visit and follow up appointments. Sending out appropriate paperwork to be completed by the patient.

Medical Records – Put together Charts/records for upcoming appointments, filing, checked for chart completion, documented communications with pt, or outside entities involved in pt care. Culled records of deceased patients, and filed them appropriately.

Release of Information - Requested information from outside agencies. Filled requests for records, according to HIPAA standards.

Ordering supplies – Monitor supplies on a daily basis, and placed orders once a week to WB Mason.

Opened and closed office – Unlock doors, lights on, prepare waiting space for the day. End of day shut down, and clean up for the day.

July 7, 2008 – January 2022

Patient Access Supervisor/Registrar, Patient Access (Admitting), Cottage Hospital,

I enjoyed my job as one who is on the “front lines”. Customer service is my passion and I enjoy meeting and working with people from the community, as well as my fellow workers. I take great pride in making sure that each patient starts off in a positive way.

Data Entry – Registering patients requires accurate data entry. 98% accuracy is maintained

Insurance – Check for insurance eligibility. Notifying insurance companies of admissions and providing ICD 10 diagnosis. Obtaining authorizations, and certifications for inpatient admissions and outpatient procedures

Trainer - I train all new employee's coming into our department.

Answer and direct phone calls from within, and outside the hospital.

Computer System – HMS/Med Host. Current Computer system – ATHENA – We just switched to this system in March. It has been a challenge, and a great learning experience.

July 1992 – September 2006

Coder/Abstractor, Valley Regional Hospital,

Coded all inpatient discharges, using ICD 9 codes/CPT procedure codes

Abstracting – Data entry of all discharged inpatients

Release of information - Received requests from outside entities for patient's medical records. Ensuring all releases are in place, following laws and guidelines, and sending the appropriate information.

Education

- New Hampshire Vocational Technical College – Associates degree in applied science. Graduated in 1988 – Medical Records Program.

Springfield High School, Springfield, VT.

Communication:

Served on the Patient satisfaction team, at Cottage Hospital. This committee obtains feedback from Patients and finds incentives for improvement.

Member to the Decontamination team, training every 6 months, either by classroom, or by drill.

Past treasurer, and member of the Cottage Hospital Axillary – Fund raise for hospital

Leadership

Supervisor Patient Access

First Congregational Church of Haverhill Corner

- Chairperson for present search committee – Searching for called minister
- Chairperson for personnel committee – Supervises minister, and church musician
- Chairperson for Pastoral Relations Committee – Liaison between Pastor/leaders, and Congregation.

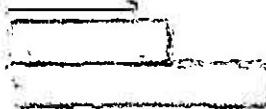
References

I will provide references upon request.

ANDREW BROWN

Systems Administrator and IT Project Manager

CONTACT



PROFILE

User-focused systems administrator, with an emphasis on deploying flexible technologies and evaluation tools to serve the needs of a fast-paced, constantly evolving multi-goal non-profits. I view technology as a tool that should serve a larger cause. As such, my goal is leveraging technology and data as a tool to empower positive community change.

SKILLS

Office 365 Administrator
Active Directory Administrator
Windows Support Administrator
Salesforce Administrator
Population Health Tracking and Analysis
Help Desk
Mobile Device Management
Data Analysis
Program Evaluation

EXPERIENCE

Junior Engineer - Ammonoosuc Computer Services

2002-2003

Responsible for assisting senior engineers in resolving a variety of calls of a managed service provider with dozens of business clients in Northern NH and VT. Support of domain controllers, web servers, networking and desktop support across a variety of deployment types.

NGHC Systems Administrator

2005-2016

Took the lead in managing all information technology systems at a nonprofit managing a variety of grant-funded initiatives. Included helpdesk, server support, windows desktop support, management of a SQL database for client screenings and a mobile dental clinic EHR. Also assisted in evaluation including aggregation of several multi-agency reporting initiatives.

EDUCATION

UVM

2002-2004

BA in Political Science

Management Information Systems Administrator

2016-Present

Manages all information technology systems at a nonprofit managing a variety of grant funding initiatives and a 24/7 residential SUD treatment facility. Included helpdesk, server support, windows desktop support, cloud-based services (including office 365 and Salesforce), video surveillance system. Took the lead in project management for tech improvements, including a successful GRM implementation and migration of key services to cloud-based assets. Handled transition of organization to remote work during the COVID-19 pandemic and operation and eventual closing of 24/7 treatment site.

North Country Health Consortium
Community Health Worker Training and Coalition Support – Amendment #2
SS-2022-DPHS-10-COMMU-01-A02
Key Personnel – SFY2024

Name	Job Title	Salary Amount Paid from this Contract
Annette Carbonneau	Director of CHW Programs	\$10,655
Amber Culver	CHW Program Manager	\$7,725
Dhaniele Duffy	Communications/Outreach Coordinator	\$6,045
Madigan Bailey	CHW Marketing Coordinator	\$5,479

North Country Health Consortium
Community Health Worker Training and Coalition Support – Amendment #2
SS-2022-DPHS-10-COMMU-01-A02
Key Personnel – SFY2025

Name	Job Title	Salary Amount Paid from this Contract
Annette Carbonneau	Director of CHW Programs	\$13,081
Amber Culver	CHW Program Manager	\$28,452
Carolyn Schofield	CHW/CHW Training Coordinator	\$23,461
Rebecca Hill-Larsen	CHW Project Coordinator	\$11,172
Savanah Miller	CHW/RC-Recovery Support Manager	\$13,151
Luana Wilson-Reynolds	Program Administrative Assistant	\$13,619
Andrew Brown	MIS Administrator	\$12,181
Dhaniele Duffy	Communications/Outreach Coordinator	\$26,600
Madigan Bailey	CHW Marketing Coordinator	\$20,133

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

Laurel A. Sills
Commissioner

Patricia M. Tilley
Director

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

November 8, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a Sole Source amendment to an existing contract with North Country Health Consortium (VC#158557-8001), Littleton, NH, for the enhancement of the Community Health Worker Curriculum and to support the Community Health Worker Coalition, by exercising a renewal option by extending the completion date from May 31, 2023 to June 30, 2024, effective upon Governor and Council approval with no change to the price limitation of \$1,500,000, 100% Federal Funds.

The original contract was approved by Governor and Council on June 1, 2022, Item #24.

EXPLANATION

This request is Sole Source because MOP 150 requires all amendments to agreements previously approved as sole source to be subsequently identified as sole source. The Contractor is a uniquely qualified New Hampshire Contractor that focuses on Community Health Worker Training and supports the Community Health Worker Coalition.

The purpose of this request is to extend the current contract to allow for the continued enhancement of the Community Health Worker Curriculum. Community Health Workers bridge health and social services for individuals, families, and communities. They help to prevent chronic disease and improve health outcomes by facilitating access to services and improving the quality and cultural competence of the service delivery system. The Contractor will continue to provide training, technical assistance, and continuing education programs to the general public, health professionals, health insurers, healthcare and community-based organizations to expand the use of Community Health Workers. The Contractor will continue to support and partner with a statewide Community Health Worker Coalition, regional health care systems, community-based organizations, Accountable Care Organizations, and other key partner organizations to integrate Community Health Workers into health and social systems. The Contractor will continue to provide Community Health Worker training using on-line and/or in-person formats. The Contractor will continue to support and partner with a statewide Community Health Worker Coalition to improve Community Health Worker workforce, development, identify viable financing mechanisms, and building infrastructure to support Community Health Workers.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

Approximately 150 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractor will continue to provide services in this agreement to organizations that serve diverse racial, ethnic, rural, and underserved populations. The Contractor will continue to develop programs for racial/ethnic minorities and rural populations to promote recruitment for Community Health Worker training programs and build workforce capacity.

The Department will continue to monitor services by:

- The number of Community Health Workers, staff, administrators and payers who participate in training on the roles and value of Community Health Workers;
- The number and types of organizations represented on the Community Health Worker Coalition; and
- The percentage of Community Health Worker Coalition members who report satisfaction with the leadership and structure of the Coalition.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one year (1) and one month (1) of the 2 (two) years available.

Should the Governor and Council not authorize this request, expansion of the healthcare workforce and programming intended to build capacity of New Hampshire Community Health Workers to support organizations and services for COVID-19 impacted populations may not be achievable, which would negatively impact the physical and mental well-being of these underserved populations in New Hampshire.

Area served: Statewide

Respectfully submitted,



Lori A. Shiblette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Community Health Worker Training and Coalition Support contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Health Consortium ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 1, 2022 (Item #24), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

11/18/2022
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: director

North Country Health Consortium

11/17/2022
Date

DocuSigned by:
Lauren Pearson
Name: Lauren Pearson
Title: Executive Director



24 mac

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

Lori A. Shibley
 Commissioner

Patricia M. Tuttle
 Director

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

May 2, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with North Country Health Consortium (Vendor Code #158557-B001) Littleton, NH, in the amount of \$1,500,000 for the enhancement of the Community Health Worker Curriculum and to support the Community Health Worker Coalition, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through May 31, 2023. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-901010-57710000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Services	90577150	\$350,000
2022	102-500731	Contracts for Program Services	90577100	\$150,000
2023	102-500731	Contracts for Program Services	90577100	\$150,000
2023	102-500731	Contract for Program Services	90577150	\$350,000
			Subtotal	\$1,000,000

05-95-90-902510-19560000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Services	90023210	\$500,000
			Subtotal	\$500,000
			Total	\$1,500,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

EXPLANATION

This request is **Sole Source** because the Contractor is a uniquely qualified New Hampshire Contractor that focuses on Community Health Worker Training and supports the Community Health Worker Coalition with emphasis on expanding minority, rural, and disadvantaged populations. The Contractor will be completing the training Statewide, which will allow for consistent and ongoing Community Health Worker training on the national core competencies. The Contractor will focus the training on COVID-19 pandemic-related social and healthcare system workforce shortages and address health disparities among populations who are at high risk of COVID-19, including racial and ethnic minority populations and rural communities.

The purpose of this request is to allow for the enhancement of the Community Health Worker Curriculum. Community Health Workers bridge health and social services for individuals, families, and communities. They help to prevent chronic disease and improve health outcomes by facilitating access to services and improving the quality and cultural competence of the service delivery system. The Contractor will provide training, technical assistance, and continuing education programs to the general public, health professionals, health insurers, healthcare and community-based organizations to expand the use of Community Health Workers in addressing the impacts of COVID-19 related to social determinants of health. The Contractor will support and partner with a statewide Community Health Worker Coalition, regional health care systems, community-based organizations, Accountable Care Organizations, and other key partner organizations to integrate Community Health Workers into health and social systems. The Contractor will provide Community Health Worker training using on-line and/or in-person formats. The Contractor will support and partner with a statewide Community Health Worker Coalition to improve Community Health Worker workforce development, identify viable financing mechanisms, and building infrastructure to support Community Health Workers.

Approximately 150 individuals will be served during State Fiscal Years 2022 and 2023.

The Contractor will provide services in this agreement to organizations that serve diverse racial, ethnic, rural, and underserved populations. The Contractor will develop a program for racial/ethnic minorities and rural populations to promote recruitment for Community Health Worker training programs and build workforce capacity.

The Department will monitor services by:

- The number of Community Health Workers, staff, administrators and payers who participate in training on the roles and value of Community Health Workers;
- The number and types of organizations represented on the Community Health Worker Coalition; and
- The percentage of Community Health Worker Coalition members who report satisfaction with the leadership and structure of the Coalition.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request expansion of the healthcare workforce and programming intended to build capacity of New Hampshire Community health workers to support organizations and services for COVID-19 impacted populations may not be achievable, which would negatively impact the physical and mental well-being of these underserved populations in New Hampshire.

His Excellency, Governor Christopher T. Sununu,
and the Honorable Council
Page 3 of 3

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.391, FAIN #NH75OT000031,
Assistance Listing Number #93.268, FAIN #NH23IP922595.

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

Respectfully submitted,


Lon A. Shabinette
Commissioner

FK

Subject: Community Health Worker Training and Coalition Support (SS-2022-DPHS-10-COMMU-01)

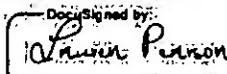
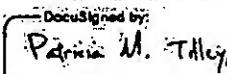
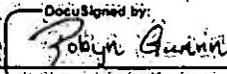
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 05-95-90-901010-57710000; 05-95-90-902510-19560000	1.7 Completion Date May 31, 2023	1.8 Price Limitation \$1,500,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 5/2/2022		1.12 Name and Title of Contractor Signatory Lauren Pearson Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 5/10/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley 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:  On: 5/12/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


 Contractor Initials: 
 Date: 5/27/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES:

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

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

4. CONDITIONAL NATURE OF AGREEMENT:

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials

Date: 5/27/2022



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 omission of the

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.

Contractor Initials 
Date 5/27/2022

**New Hampshire Department of Health and Human Services
Community Health Worker Training and Coalition Support
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 two (2) additional years 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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.



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EXHIBIT B



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide the services in this Agreement to organizations that serve diverse and underserved populations in accordance with NH RSA 354-A:31.
- 1.2. The Contractor shall ensure services in this Agreement are available statewide.
- 1.3. For the purposes of this Agreement, all references to days shall mean business days.
- 1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 4:00 PM, excluding state and federal holidays.
- 1.5. The Contractor shall utilize a Equity Review Toolkit, as provided by the Department, for all projects in this Agreement to ensure an equity approach for all scope of work.

1.6. Community Health Worker Training

- 1.6.1. The Contractor shall provide training, technical assistance, and continuing education programs to the general public, health professionals, health insurers, and healthcare and community-based organizations to expand the use of Community Health Workers (CHW) in addressing the impacts of COVID-19 related to social determinants of health.
- 1.6.2. The Contractor shall promote CHW training, which includes but is not limited to the following activities:
 - 1.6.2.1. Conducting needs assessments to identify professional development opportunities for CHWs in the state;
 - 1.6.2.2. Managing CHW training logistics, including scheduling, registration, implementation and evaluation of the trainings;
 - 1.6.2.3. Building a cadre of CHW training faculty to support peer to peer training;
 - 1.6.2.4. Developing a CHW awareness program for racial/ethnic minorities and rural populations to promote recruitment for CHW training programs and build workforce capacity;
 - 1.6.2.5. Creating a professional development series, including opportunities for local CHW networking and education;
 - 1.6.2.6. Developing and offering training and continuing education to clinical and community-based agencies staff, administrators, and payers on how to integrate CHWs into the work of the agencies;
 - 1.6.2.7. Coordinating with higher education institutions including NH Community College systems to create CHW Training

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Pathway to help build a career ladder or promotion pathway for CHWs to grow;

- 1.6.2.8. Developing and facilitating CHW Project ECHO model to support CHW and stakeholder training;
- 1.6.2.9. Providing technical assistance to organizations that want to hire CHWs or work with CHWs;
- 1.6.2.10. Identifying and engaging key stakeholders to assist in building and maintaining support for team-based care and CHWs in specialized roles within care teams and community-based programs;
- 1.6.2.11. Conducting statewide outreach to increase awareness of the NH CHW Coalition to encourage CHW peer engagement and opportunities for networking and professional development and support.
- 1.6.3. The Contractor shall provide CHW training using on-line and/or in-person formats which shall include, but is not limited to:
 - 1.6.3.1. Utilizing existing New Hampshire CHW training curricula on topics that include, but are not limited to:
 - 1.6.3.1.1. Understanding the CHW role;
 - 1.6.3.1.2. Developing Communication Skills;
 - 1.6.3.1.3. Cultural Competency and Cultural Humility;
 - 1.6.3.1.4. Health Equity;
 - 1.6.3.1.5. Outreach Methods and Strategies;
 - 1.6.3.1.6. Writing and Documentation Skills;
 - 1.6.3.1.7. Client and Community Assessment Skills;
 - 1.6.3.1.8. Service Coordination Skills;
 - 1.6.3.1.9. Motivational Interviewing;
 - 1.6.3.1.10. Group Facilitation and Presenting Skills;
 - 1.6.3.1.11. Public Health Concepts;
 - 1.6.3.1.12. Advocacy and Community Building; and
 - 1.6.3.1.13. Professional Skills and Conduct, including Legal and Ethical Responsibilities;
 - 1.6.3.2. Expanding the existing CHW Curriculum including inclusion of CHW Core Competencies and other prevention trainings;
 - 1.6.3.3. Developing a CHW Crossover Curriculum for workers in family support, mental health, substance use disorder and others.
 - 1.6.3.4. Ensuring that CHW strengths, including their ability to connect with communities through their commonalities of shared life experience, are reinforced;
 - 1.6.3.5. Using CHW training modules that emphasize health promotion and teach CHWs how to help NH residents focus on disease prevention, screening, and/or prioritize and manage their chronic diseases, and refer to evidence-based

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disease prevention and management programs and addressing social determinants of health that are impacting them; and

1.6.3.6. Providing both basic and specific training for community-based CHWs on connecting patients with community health and wellness partners related to COVID-19 and chronic disease prevention, screening and management in consultation with the Department.

1.6.4. The Contractor shall implement other activities related to training, which shall include but not be limited to:

1.6.4.1. Using materials available through the U.S. CDC, the Department, or other organizations for training, promotion, and outreach with approval from the Department;

1.6.4.2. Providing continuing education credits, as necessary, for licensed practitioners who complete training;

1.6.4.3. Providing an evaluation summary to the Department of all training and technical assistance activities quarterly; and

1.6.4.4. Supporting other training as required by the Department.

1.7. Community Health Worker Coalition Support

1.7.1. The Contractor shall partner with a statewide CHW Coalition, regional health care systems, community-based organizations, Accountable Care Organizations (ACOs), and other key partner organizations to integrate CHWs into health and social systems, improve CHW workforce development, identify viable financing mechanisms and build infrastructure to support CHWs. Activities shall include, but not be limited to:

1.7.1.1. Evaluating the impact of the CHW Coalition activities related to COVID-19 prevention and management, and other Social Determinants of Health (SDoH) in New Hampshire and document value added, effective use of services across the systems such as behavioral, social, and clinical improvement;

1.7.1.2. Engaging leadership across organizations to build a centralized support for CHWs;

1.7.1.3. Developing a set of core skills, competencies, and scope of practice for CHWs that are recognized statewide. This shall be done in collaboration with a larger stakeholder group that includes CHW organizations, state and local health departments, universities, CHW trainers and employers, insurers, public agencies, nonprofits, and other interested groups;

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- 1.7.1.4. Educating stakeholders at the state and local levels about the observational data from practice and the evidence-based interventions that have demonstrated the effectiveness of CHWs, the beneficial outcomes for the public's health of integrating CHWs into health care systems, and the necessary components of comprehensive policies that support such integration; and
- 1.7.1.5. Identifying and promoting sustainable financing mechanisms to promote team-based care, inclusive of services provided by CHWs.
- 1.7.2. The Contractor shall work with and support the Statewide CHW Coalition to increase participation and engagement, and promote the Coalition, including, but not limited to:
 - 1.7.2.1. Supporting CHW Certification as a vehicle for CHW sustainability through reimbursement and payment opportunities to ensure workforce for population health needs;
 - 1.7.2.2. Engaging stakeholders, subject matter experts and decision makers from private and public health related sectors to develop the framework for CHW Certification in NH;
 - 1.7.2.3. Building and expanding the foundational education competencies and curriculums associated with the requirements for CHW Certification;
 - 1.7.2.4. Acting as a liaison between CHWs, Coalition, and stakeholders on developing policy and proposed legislation for CHW certification;
 - 1.7.2.5. Synthesizing certification oversight and identifying potential structure for the CHW certification;
 - 1.7.2.6. Supporting statewide data collection and aggregation that illustrates the impact of CHW integration into healthcare and social service systems and the impact of solution-oriented services that address identified needs;
 - 1.7.2.7. Exploring blended funding opportunities to ensure CHWs are able to work across historically siloed systems;
 - 1.7.2.8. Increasing participation in quarterly CHW Coalition meetings, which shall include representation from across NH and a variety of organizations;
 - 1.7.2.9. Improving communication between CHWs and stakeholders through information sharing, including newsletters and other social media;

2. Exhibits Incorporated

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

3. Staffing Requirements

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

4. Reporting Requirements/Deliverables

- 4.1. The Contractor shall submit a finalized Work Plan to the Department for approval within thirty (30) days of contract approval. The Work Plan shall include, but not be limited to:
 - 4.1.1. A description and list of activities.

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Community Health Worker Training and Coalition Support
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- 4.1.2. Names of responsible Contractor personnel, and
- 4.1.3. A timeline.
- 4.2. The Contractor, in collaboration with the Department, shall develop a Draft Year 2 Work Plan, which shall be submitted thirty (30) days prior to the end of Year 1.
- 4.3. The Contractor shall begin evaluation planning within thirty (30) days of the Contract effective date, in consultation with the Department, including, but not limited to:
 - 4.3.1. Evaluating the success of capacity building activities as well as the value of the CHW model;
 - 4.3.2. Identifying appropriate evaluation and data collection methods to assess effectiveness of CHW role in disease prevention and management;
 - 4.3.3. Including the most appropriate approach to collecting information on implementation/process issues, and the value and impact of the Coalition when developing the evaluation plan;
 - 4.3.4. Selecting outcomes to be documented such as value added, cost savings to programs and effective use of services;
 - 4.3.5. Planning to disseminate results to support expansion of CHW interventions in New Hampshire; and
 - 4.3.6. Meeting with the Department to discuss activities, budget, and performance measures on a monthly basis.
- 4.4. The Contractor shall submit quarterly reports on all activities on a template reporting form provided by the Department, as described in Section 5.
- 4.5. The Contractor shall provide a comprehensive annual report by June 30th of each year. The annual report must summarize:
 - 4.5.1. Participation
 - 4.5.2. Outcomes
 - 4.5.3. Challenges
 - 4.5.4. Strengths
 - 4.5.5. Identified needs for the upcoming fiscal year/contract year
- 4.6. The Contractor may be required to collect and share other key data and metrics with the Department, in a format specified by the Department.

5. Performance Measures

- 5.1. The Contractor shall submit quarterly reports on all activities on a template reporting form provided by the Department, ensuring that the following minimum performance indicators are achieved annually to measure the effectiveness of the Agreement:

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- 5.1.1. A summary of the project outcome including barriers encountered in implementing the project;
 - 5.1.2. The number of CHWs, staff, administrators and payers who participate in training on the roles and value of CHWs;
 - 5.1.3. The percentage of training participants who report use of CHWs in their programs 3-6 months after training;
 - 5.1.4. The percentage of participants trained as CHWs who become employed in a CHW role after completing training;
 - 5.1.5. The number and types of organizations represented on the CHW Coalition;
 - 5.1.6. The number of CHW Coalition members broken down by CHW and Stakeholder;
 - 5.1.7. The percentage of CHW Coalition members who report satisfaction with the leadership and structure of the Coalition, and;
 - 5.1.8. The percentage of the CHW Coalition members who report their participation in the coalition adds value to their current work;
 - 5.1.9. The number of health care staff, administrators and payers who participate in CHW Coalition training on the roles and value of CHWs.
- 5.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

6. Additional Terms

- 6.1. **Impacts Resulting from Court Orders or Legislative Changes**
- 6.1.1. 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.
- 6.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**
- 6.2.1. 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.
- 6.3. **Credits and Copyright Ownership**
- 6.3.1. 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 a

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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."

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

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

- 6.3.3.1. Brochures.
- 6.3.3.2. Resource directories.
- 6.3.3.3. Protocols or guidelines.
- 6.3.3.4. Posters.
- 6.3.3.5. Reports.

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

6.4. Operation of Facilities: Compliance with Laws and Regulations

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

7. Records

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

7.1.1. 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.

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- 7.1.2. 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.
- 7.1.3. Medical records on each patient/recipient of services.
- 7.2. 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 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
Community Health Worker Training and Coalition Support
EXHIBIT C**

Payment Terms

1. This Agreement is 100% funded by:
 - 1.1. New Hampshire Initiative to Address COVID-19 Health Disparities, as awarded on May 27, 2021, by the Centers for Disease Control and Prevention, Assistance Listing Number #93.391, FAIN #NH75OT000031.
 - 1.2. New Hampshire Immunization Program, as awarded on May 29, 2021, by the Centers for Disease Control and Prevention, Assistance Listing Number #93.268, FAIN #NH23IP922595.
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.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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 through Exhibit C-3, Budget.
4. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following 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. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4. 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 DPHSCContractBilling@dhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services

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

129 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.
- 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 dhhs.act@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.

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**New Hampshire Department of Health and Human Services
Community Health Worker Training and Coalition Support
EXHIBIT C**

- 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. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Community Health Worker Toolkit and Costing Report
 North County Health Cooperative
 Label C-1 Budget
 Page 1 of 1

Label C-1 Budget

New Hampshire Department of Health and Human Services
 Commissioner's Office
 Community Health Worker Toolkit and Costing Report
 North County Health Cooperative
 Label C-1 Budget
 Budget Period: GAC Approval - 07/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHHS Contract Allowance		
	2021	2022	2023	2021	2022	2023	2021	2022	2023
1. Total Salary/Wages	11,342,311	11,311,211	11,311,211				11,342,311	11,311,211	11,311,211
2. Employee Benefits	2,142,311	2,111,211	2,111,211				2,142,311	2,111,211	2,111,211
3. Contracting	4,000,000		4,000,000				4,000,000		4,000,000
4. Supplies									
5. Travel									
6. Training and Mentoring									
7. Purchases/Equipment									
8. Other									
9. Total	17,484,622	15,533,633	17,423,422				17,484,622	15,533,633	17,423,422
10. Salary/Wages	11,342,311	11,311,211	11,311,211				11,342,311	11,311,211	11,311,211
11. Employee Benefits	2,142,311	2,111,211	2,111,211				2,142,311	2,111,211	2,111,211
12. Contracting	4,000,000		4,000,000				4,000,000		4,000,000
13. Current Expenses									
14. Telephone	1,250,000	750,000	1,000,000				1,250,000	750,000	1,000,000
15. Postage	1,500,000	750,000	1,000,000				1,500,000	750,000	1,000,000
16. Office Rent									
17. Auto and Fuel	2,000,000	500,000	1,500,000				2,000,000	500,000	1,500,000
18. Insurance	1,800,000	187,500	1,612,500				1,800,000	187,500	1,612,500
19. Office Supplies									
20. Other	27,000,000	2,317,500	29,317,500				27,000,000	2,317,500	29,317,500
21. Materials/Supplies	1,000,000	500,000	1,500,000				1,000,000	500,000	1,500,000
22. Staff Training and (including BCCP staff)	1,000,000	750,000	1,500,000				1,000,000	750,000	1,500,000
23. Subscriptions/Agreements	177,000,000		177,000,000				177,000,000		177,000,000
24. Other Special Grants/Incentives									
25. Other Training	11,000,000	1,117,500	12,117,500				11,000,000	1,117,500	12,117,500
26. Other Training - Subcontractors	11,000,000	1,117,500	12,117,500				11,000,000	1,117,500	12,117,500
TOTAL	44,974,311	31,943,633	44,974,311				44,974,311	31,943,633	44,974,311

Exhibit C4 Budget

New Hampshire Department of Health and Human Services
 Centralized Human Resource Management
 Budget Request for: Equity Grant
 Budget Period: FY22-2023

Line Item	Yield Program Cost			Contractor Share / Match			Funded by 50/50 Contract Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Total Salary/Wages	1,772,111.00	31,822.00	1,803,933.00				1,772,111.00	31,822.00	1,803,933.00
Employee Benefits	43,521.50	1,249.15	44,770.65				43,521.50	1,249.15	44,770.65
Contract									
Equipment									
Travel									
Repair and Maintenance									
Professional Services									
Materials									
Supplies									
Printing									
Office	4,000.00	779.15	4,779.15				4,000.00	779.15	4,779.15
Travel	3,500.00	147.85	3,647.85				3,500.00	147.85	3,647.85
Contingency									
Capital Expenses									
Furniture	1,000.00	291.15	1,291.15				1,000.00	291.15	1,291.15
Printing	1,700.00	1,387.75	3,087.75				1,700.00	1,387.75	3,087.75
Supplies									
Books and Legal	7,000.00	233.40	7,233.40				7,000.00	233.40	7,233.40
Miscellaneous	2,500.00	347.85	2,847.85				2,500.00	347.85	2,847.85
Board Expenses									
Travel	8,000.00	1,182.00	9,182.00				8,000.00	1,182.00	9,182.00
Marketing/Communications	8,000.00	861.00	8,861.00				8,000.00	861.00	8,861.00
Self Education and Training	9,000.00	647.00	9,647.00				9,000.00	647.00	9,647.00
Professional Services	100,000.00		100,000.00				100,000.00		100,000.00
Other (specific items identified)									
Board Meeting	15,000.00	2,051.00	17,051.00				15,000.00	2,051.00	17,051.00
OTW Training (School Days)									
TOTAL	417,342.00	12,124.00	429,466.00				417,342.00	12,124.00	429,466.00
Funded At 5 Percent of Total		21,073.30						21,073.30	



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



New Hampshire Department of Health and Human Services
Exhibit D

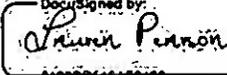
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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:

5/2/2022
Date

DocuSigned by:

 Name: Lauren Pearson
 Title: Executive Director



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:

5/27/2022

Date

DocuSigned by:
Lauren Pearson

Name: Lauren Pearson

Title: Executive Director

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LP

Vendor Initials

Date: 5/27/2022

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/2/2022

Date

DocuSigned by: Lauren Pearson
Name: Lauren Pearson
Title: Executive Director

Contractor Initials

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5/2/2022

Date



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 1.1.1 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:

5/2/2022

Date

DocuSigned by:
Lauren Pearson

Name: Lauren Pearson

Title: Executive Director

Exhibit G

Contractor Initials

DS
LP

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 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:

5/2/2022

Date

DocuSigned by:
Lauren Pearson

Name: Lauren Pearson

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.

3/2014

Contractor Initials

Date 5/2/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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

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

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

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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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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, as 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).1, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State by:

Patricia M. Tilley

Signature of Authorized Representative

Patricia M. Tilley

Name of Authorized Representative:
Director

Title of Authorized Representative

5/10/2022

Date

North Country Health Consortium

Name of the Contractor

Lauren Pearson

Signature of Authorized Representative

Lauren Pearson

Name of Authorized Representative:

Executive Director

Title of Authorized Representative

5/2/2022

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:

5/2/2022

Date

DocuSigned by:
Lauren Pearson

Name: Lauren Pearson

Title: Executive Director

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Date 5/2/2022



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?

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: _____

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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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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

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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

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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.).

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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 Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. **Data Security Breach Liability.** In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach, and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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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

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