ARC

70A

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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 3, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Bi-State Primary Care Association, Inc. (VC#166695-B001), Bow, NH to continue facilitating the delivery of integrated medication treatment to pregnant, postpartum and parenting individuals, by increasing the price limitation by $600,000 from $3,941,692 to $4,541,692 and by extending the completion date from September 29, 2024 to September 29, 2025, effective retroactive to September 30, 2024 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on November 6, 2019, item #10, and amended on January 22, 2021, item #19, amended on September 15, 2021, item #16J, amended on June 29, 2022, item #23, amended on December 21, 2022, item #27, and most recently amended on September 20, 2023, item #33.

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, 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 **Retroactive** to avoid delays or gaps that would result in reduced or loss of access and supports for individuals in need of these critical services. The Federal awarding agency notified the Department on September 24, 2024, of the availability of funding beyond the contract's completion date of September 29, 2024. Due to the delayed notification from the Federal awarding agency, the Department was unable to present this request to the Governor and Council prior to the contract expiring. This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Department is evaluating these services and is requesting to extend this contract for one (1) year to allow for the continuation of these critical services and prevent any disruption in care. The Contractor has established professional and technical assistance relationships with the state's Federally Qualified Health Centers (FQHCs) and hospitals, which will allow the continuity of these services in the targeted geographic areas.

The purpose of this request is for the Contractor to continue to facilitate the participation of FQHCs to provide medications for substance use disorder, and an array of necessary supports to pregnant, postpartum, and parenting individuals with opioid use disorder, along with their newborn and infant children.

The Contractor will continue their role as a facilitating organization to support a minimum of three (3) FQHCs with increasing their capacity to provide and deliver comprehensive integrated medications for substance use disorder services and supports. The Contractor will provide project management, organizational support, and ensure compliance with the terms of the Agreement, as well as State and Federal regulations and standards, for themselves and all subcontracted sites. The FQHCs will provide integrated medications for substance use disorder, meaning that not only will pregnant, postpartum, and parenting people with opioid use disorder receive necessary medications for substance use disorder, they will also receive additional targeted, integrated services such as: obstetrical/gynecological care; neonatal abstinence syndrome care; childbirth and parenting education; employment support and assistance with applying for and obtaining benefits appropriate for pregnant, postpartum, and parenting people such as enrolling in Medicaid; food and housing services; transportation; and childcare.

The Contractor supports providers in delivering comprehensive integrated medications for opioid use disorder (MOUD) services and supports for the target population. Additionally, the Contractor will collaborate with local and regional public health and provider networks including, but not limited to, the Doorways and recovery community organizations to align and coordinate substance misuse treatment and recovery support services.

Approximately 75 individuals will be served between September 30, 2024, and September 29, 2025.

The Department monitors these services by reviewing monthly data reports and invoices.

Should the Governor and Council not authorize this request, pregnant, post-partum, and parenting individuals in New Hampshire with opioid use disorder, and their infants and children, may not receive the treatment necessary to achieve and maintain recovery, and may not receive important parenting-specific services and supports which could improve the mother's health and wellbeing, as well as that of their infants and children.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.788, FAIN H79TI085759

In the event that the Federal Funds become no longer available, 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

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, STR GRANT

100% Federal Funds, _% General Funds, _% Other Funds (Name of Source)

Vendor Name: Bi-State Primary Care Association, Inc.

Vendor # 166695-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	92052559	$600,000.00	$0.00	$600,000.00
		Sub Total		$600,000.00	$0.00	$600,000.00

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

100% Federal Funds, _% General Funds, _% Other Funds (Name of Source)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	92057040	$156,945.00	$0.00	$156,945.00
2021	102-500731	Contracts for Program Services	92057040	$300,000.00	$0.00	$300,000.00
2021	102-500731	Contracts for Program Services	92057046	$522,374.00	$0.00	$522,374.00
2022	102-500731	Contracts for Program Services	9207046	$174,124.00	$0.00	$174,124.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	$348,249.00	$0.00	$348,249.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	$50,000.00	$0.00	$50,000.00
2023	074-500589	Welfare Assistance	92057059	$671,250.00	$0.00	$671,250.00
2024	074-500589	Welfare Assistance	92057059	$223,750.00	$0.00	$223,750.00
2024	074-500589	Welfare Assistance	92057062	$671,250.00	$0.00	$671,250.00
2025	074-500589	Welfare Assistance	92057062	$223,750.00	$0.00	$223,750.00
2025	074-500589	Welfare Assistance	92057066	$0.00	$450,000.00	$450,000.00
2026	074-500589	Welfare Assistance	92057066	$0.00	$150,000.00	$150,000.00
		Sub Total		$3,341,692.00	$600,000.00	$3,941,692.00
			Overall Total	$3,941,692.00	$600,000.00	$4,541,692.00

State of New Hampshire
Department of Health and Human Services
Amendment #6

This Amendment to the Facilitating Integrated Medication Assisted Treatment for Pregnant, Postpartum and parenting Women contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Bi-State Primary Care Association, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 6, 2019 (Item #10), as amended on January 22, 2021 (Item #19), amended on September 15, 2021 (Item #16J), amended on June 29, 2022 (Item #23), amended on December 21, 2022 (Item #27), and as amended on September 20, 2023 (item #33), the 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:

   September 29, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,541,692

3. Modify Exhibit A – Amendment #5, Scope of Services; Section 2.4., to read:

   2.4. The Contractor shall meet with the Department within 60 business days of the resulting Agreement effective date to review contract deliverables, grant guideline, and implementation for the resulting Agreement.

4. Modify Exhibit A – Amendment #5, Scope of Services; by adding Section 2.5., to read:

   2.5. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

   2.6. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the admission, discharge, transfer, and shared care insights solution.

   2.6.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral a[illegible] admission discharge transfer solution utilizing a Smart on FHIR or HL-[illegible]

Initial GJM

interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

5. Modify Exhibit A – Amendment #5, Scope of Services; Section 5 Data Collection and Reporting, to read:

3. Data Collection and Reporting

3.4. The Contractor shall provide the Department with client-level, non-identifiable data that supports contract deliverables. The Contractor shall ensure client-level, non-identifiable data excludes information allowing the individual to be identified or constructively identified. Constructively identified, means that by using the information provided and what is reasonably and predictably available to a predictable recipient of the information the individual could be identified. Vendor shall provide non-identified data from which there is no reasonable basis to believe that the data used alone or in combination with other reasonably available information, could be used to identify an individual who is a subject of the information.

3.5. The Contractor shall ensure compliance with 42 CFR Part 2 and confidentiality consent, notices, and requirements, as applicable to any data collected or reported.

3.6. The Contractor shall collect data on services provided by each Site through the resulting Agreement to ensure progress towards program goals and deliverables. The Contractor shall ensure data includes, but is not limited to:

3.6.1. Demographics and measures for all program participants, as identified by the Department;

3.6.2. Number of people referred to or from Doorways, broken out by Doorway and service; and

3.6.3. The number of additional supports and services provided, by type of service and support.

3.7. The Contractor shall report all, if any, exceptions for individuals who do not attend available training programs.

3.8. The Contractor shall submit monthly reports to the Department, on the 15th working day of the following month, in a format and via a secure method approved by the Department, inclusive of the Department-approved Closed Loop Referral platform, as applicable. The Contractor shall ensure reports include client-level, de-identified data identified above.

3.9. The Contractor shall report on required data points specific to the SOR grant, as identified by SAMHSA over the grant period.

3.10. The Contractor may be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA including PII.

3.11. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

6. Modify Exhibit A – Amendment #5, Scope of Services; Section 9. State Opioid Response (SOR)

Grant Standards, to read:

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor shall ensure they, and any provider which referrals are made to:

9.1.1. Only provide and/or prescribe medications for Opioid Use Disorder (OUD), as clinically appropriate, that are approved by the Food and Drug Administration;

9.1.2. Only provide medical withdrawal management services to individuals supported by SOR grant funds if the withdrawal management services are accompanied by the use of injectable extended-release naltrexone, as clinically appropriate;

9.1.3. Ensure staff trained in Presumptive Eligibility for Medicaid are available to assist individuals with public or private health insurance enrollment; and

9.1.4. Comply with 42 CFR Part 2 as applicable and related to any referrals and provider services.

9.2. The Contractor shall ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.

9.3. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor shall ensure:

9.3.1. Treatment in this context includes the treatment of OUD/StimUD.

9.3.2. Grant funds are not provided to any individual or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders; and

9.3.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.

9.4. The Contractor shall utilize SOR funding, as needed, to ensure Naloxone kits are available to individuals receiving services through this Agreement.

9.4.1. If the Contractor intends to distribute test strips, the Contractor shall provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:

9.4.1.1. Internal policies for the distribution of test strips;

9.4.1.2. Distribution methods and frequency; and

9.4.1.3. Other key data as requested by the Department.

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

9.4.2.1. Receive MOUD services from other providers, including the individual's primary care provider:

9.4.2.2. Have co-occurring substance use and mental health disorders; or

9.4.2.3. Are on medications and are taking those medications as

prescribed regardless of the class of medication.

9.5. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

9.6. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.

9.7. The Contractor shall collaborate with the Department and other SOR funded vendors, as requested and directed by the Department, to improve GPRA collection.

9.8. The Contractor shall comply with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.

7. Modify Exhibit A – Amendment #5, Scope of Services; by adding Section 10, to read:

10. Government Performance Results Act

10.1. The Contractor shall ensure the Sites administer or coordinate the administration of Government Performance Results Act (GPRA) of 1993 and the GPRA Modernization Act of 2010 initial interview and associated follow-ups at six (6) months and discharge for all individuals receiving program services.

10.2. The Contractor shall ensure the Sites provide individuals served with clear guidance about the uses and disclosures of the information provided to complete the GPRA, and the use and disclosure of the Part 2 information or other PHI required in order to complete the GPRA. The Contractor shall also provide staff training regarding the confidentiality of the identifiable information included in the GPRA.

10.3. The Contractor shall ensure the Sites provide or coordinate ongoing follow-up and support of individuals engaged in services until a discharge GPRA interview is completed. The Contractor shall ensure the Sites ensure:

10.3.1. Staff confirms a confidential means of communicating with each individual engaged in services to provide or coordinate ongoing follow up and support;

10.3.2. Contact with each individual is attempted during a time when the individual would normally be available. Contact shall be made in person, by telephone, or by an alternative method approved by the Department, according to the following guidelines:

10.3.2.1. If the first contact attempt is not successful, a second contact attempt shall be made no sooner than two (2) business days and no later than three (3) business days after the first attempt; and

10.3.2.2. If the second contact attempt is not successful, a third contact attempt shall be made no sooner than two (2) business days and no later than three (3) business days after the second

attempt.

10.3.3. Each successful contact shall include, but not be limited to;

10.3.3.1. Inquiring on the status of each individual's recovery and experience with their external service provider;

10.3.3.2. Identifying individual needs;

10.3.3.3. Assisting the individual with addressing identified needs.; and

10.3.3.4. Providing early intervention to individuals who have resumed use.

10.3.4. When the follow-up identified above results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with their crisis response policy and procedure; and

10.3.5. All efforts of contact are clearly documented in the individual's electronic health record, or in a format approved by the Department, and are available to the Department upon request.

10.4. The Contractor shall ensure the GPRA interviews are attempted by the Sites at the following intervals:

10.4.1. At the time of intake or no later than seven (7) calendar days after intake;

10.4.2. Five (5) to eight (8) months post intake. The window for this interview opens five (5) months after the intake interview; and

10.4.3. Upon discharge from the initially referred service.

10.5. The Contractor shall ensure completed GPRA data is entered into the Department-approved system by the Sites, at a minimum of the following intervals:

10.5.1. At the time of intake or no later than seven (7) calendar days after the GPRA interview is conducted:

10.5.2. Five (5) to eight (8) months post intake; and

10.5.3. Upon discharge from the initially referred service.

10.6. The Contractor shall ensure the Sites document any loss of contact with participants in the Department-approved system using the appropriate process and protocols as defined by SAMHSA and through technical assistance provided under the SOR grant.

10.7. The Contractor shall ensure the Sites contingency management strategies are utilized to increase participant engagement in follow-up GPRA interviews. Contingency management strategies may include, but are not limited to, gift cards provided to individuals for follow-up participation at each follow-up interview. The Contractor shall ensure gift cards:

10.7.1. Do not exceed $30 in value, in accordance with federal guidelines, set forth by SAMHSA; and

10.7.2. Are used solely to incentivize GPRA interview c

Initial GJM

and not used to incentivize participation in treatment.

8. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:

   1. This Agreement is funded with 100% Federal funds from the State Opioid Response Grant, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Listing Number (ALN) 93.788, as awarded on:

      1.1. 09/30/2018, FAIN H79TI081685;

      1.2. 09/30/2020, FAIN H79TI083326;

      1.3. 09/23/2022, FAIN H79TI085759; and

      1.4. 09/29/2024, FAIN H79TI085759.

9. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred with the, fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 Budget through Exhibit B-13 Budget, Amendment #6.

10. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 5.1.3, to read:

    5.1.3. Invoices shall not include unallowable expenses, as reference below:

    5.1.3.1. SOR IV Notice of Funding Opportunity, page 31: FY 2022 State Opioid Response Grants (smhsa.gov); and

    5.1.3.2. SAMHSA's Standards for Financial Management and Standard Funding Restrictions, page 36: FY 2024 Substance Abuse and Mental Health Services Administration (SAMHSA) Notice of Funding Opportunity (NOFO) Application Guide.

11. Add Exhibit B-12, Budget, Amendment #6, which is attached hereto and incorporated by reference herein.

12. Add Exhibit B-13, Budget, Amendment #6, 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 retroactive to September 30, 2024, 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

2/7/2025
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C83442...
Name: Katja S. Fox
Title: Director

Bi-State Primary Care Association, Inc.

2/5/2025
Date

Signed by:
Georgia J. Maneras
01A567E4C94345E...
Name: Georgia J. Maneras
Title: SVP, Policy and Strategy

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

OFFICE OF THE ATTORNEY GENERAL

2/7/2025
Date

DocuSigned by:
Robyn Guarino
74873484494148D...
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:

Exhibit B-12, Budget, Amendment #6

New Hampshire Department of Health and Human Services	
Contractor Name:	Bi-State Primary Care Association, Inc.
Budget Request for:	Facilitating Integrated Medication for OUD, Postpartum and Parenting Women
Budget Period	September 29, 2024 - June 30, 2025
Indirect Cost Rate (if applicable)	10%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$42,502
2. Fringe Benefits	$6,375
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	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$582
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$388,095
Total Direct Costs	$437,554
Total Indirect Costs	$12,446
TOTAL	$450,000

Contractor Initials: GM (Initial)

Date: 2/5/2025

Exhibit B-13, Budget, Amendment #6

New Hampshire Department of Health and Human Services	
Contractor Name:	Bi-State Primary Care Association, Inc.
Budget Request for:	Facilitating Integrated Medication for OUD, Postpartum and Parenting Women
Budget Period	July 1, 2025 - September 29, 2025
Indirect Cost Rate (if applicable)	10%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$15,619
2. Fringe Benefits	$2,343
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	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$259
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$129,912
Total Direct Costs	$148,133
Total Indirect Costs	$1,867
TOTAL	$150,000

Contractor Initials: GJM (Initial)

Date: 2/5/2025

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 BI-STATE PRIMARY CARE ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 31, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **86710**

Certificate Number: **0006677069**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of April A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Bi-State Primary Care Association, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting via electronic means of the Board of Directors/ shareholders, duly called and held on January 5, 2025, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Georgia J. Maheras, SVP Policy and Strategy (may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of Bi-State Primary Care Association, Inc. to enter into contracts or agreements with the State (Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was valid thirty (30) days prior to and 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: 2/5/2025

Signature of Elected Officer

Name: GREGORY WHITE

Title: Co CEO LAMPREY HEALTH CARE
IMMEDIATE-PAST CHAIR
BI-STATE BOARD OF DIRECTORS

BISTATE-01 PCANTLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2024

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: info@clarkinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Citizens Ins Co of America — 31534
INSURED Bi-State Primary Care Association, Inc. 525 Clinton St Bow, NH 03304	INSURER B : Allmerica Financial Alliance — 10212
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			OBVA340840	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			OBVA340840	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			OBVA340840	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WKVA340821	7/1/2024	7/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nancy Ruth

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

BI-STATE PRIMARY CARE ASSOCIATION

SERVING VERMONT & NEW HAMPSHIRE

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

www.bistatepca.org

Vision

Healthy individuals, families, and communities with equitable and quality health care for all.

Mission

Advance access to comprehensive primary care services for all, with special emphasis on those most in need in Vermont and New Hampshire.

BerryDunn

BI-STATE PRIMARY CARE ASSOCIATION

SERVING VERMONT & NEW HAMPSHIRE

CONSOLIDATED FINANCIAL STATEMENTS

and

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

June 30, 2024 and 2023

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

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

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Bi-State Primary Care Association, Inc. and Subsidiary (collectively, the Association), which comprise the consolidated balance sheets as of June 30, 2024 and 2023, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Association as of June 30, 2024 and 2023, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller 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 Association 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.

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. generally accepted accounting principles, 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.

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 Association'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. generally accepted auditing standards 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. generally accepted auditing standards 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 Association'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 Association'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
Bi-State Primary Care Association, Inc. and Subsidiary

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. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards 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 September 20, 2024 on our consideration of the Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Association'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 Association's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
September 20, 2024

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Balance Sheets

June 30, 2024 and 2023

ASSETS

	2024	2023
Current assets		
Cash and cash equivalents	$ 1,768,700	$ 1,465,898
Grants and other receivables	1,102,382	1,849,263
Prepaid expenses	122,036	104,838
Total current assets	2,993,118	3,419,999
Investments	1,466,638	1,398,618
Deferred compensation investments	226,082	209,276
Operating lease right-of-use asset	68,248	111,749
Property and equipment, net	441,140	478,475
Total assets	$ 5,195,226	$ 5,618,117

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 323,919	$ 816,196
Accrued salaries and related liabilities	284,029	249,521
Deferred revenue	124,369	292,189
Current portion of operating lease liability	46,052	42,798
Total current liabilities	778,369	1,400,704
Deferred compensation payable	226,082	209,276
Operating lease liability, less current portion	23,594	69,647
Total liabilities	1,028,045	1,679,627
Net assets		
Without donor restrictions	4,167,181	3,938,490
Total liabilities and net assets	$ 5,195,226	$ 5,618,117

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Statements of Operations and Changes in Net Assets

Years Ended June 30, 2024 and 2023

	2024	2023
Operating revenue		
Grant revenue	$ 6,411,502	$ 7,207,763
Dues income	466,505	431,186
Other revenue	532,501	487,070
Interest income	82,130	52,854
Total operating revenue	7,492,638	8,178,873
Expenses		
Salaries and wages	2,889,649	2,722,923
Employee benefits	644,351	581,738
Subrecipient grant pass-through	2,441,144	3,245,824
Subcontractors for program services	535,328	497,255
Professional services	117,552	94,718
Occupancy	104,176	108,134
Other	487,607	482,405
Depreciation	44,140	37,612
Total expenses	7,263,947	7,770,609
Excess of revenue over expenses and increase in net assets without donor restrictions	228,691	408,264
Net assets without donor restrictions, beginning of year	3,938,490	3,530,226
Net assets without donor restrictions, end of year	$ 4,167,181	$ 3,938,490

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years Ended June 30, 2024 and 2023

	2024	2023
Cash flows from operating activities		
Change in net assets	$ 228,691	$ 408,264
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	44,140	37,612
Amortization of operating lease right-of-use asset	43,501	23,616
Decrease (increase) in the following assets:		
Grants and other receivables	746,881	(833,159)
Prepaid expenses	(17,198)	(57,849)
(Decrease) increase in the following liabilities:		
Accounts payable and accrued expenses	(492,277)	382,932
Accrued salaries and related liabilities	34,508	(1,856)
Deferred revenue	(167,820)	(75,500)
Operating lease liability	(42,799)	(22,920)
Net cash provided (used) by operating activities	377,627	(138,860)
Cash flows from investing activities		
Purchase of property and equipment	(6,805)	(28,102)
Proceeds from sale of investments	1,399,430	2,722,221
Purchase of investments	(1,467,450)	(2,764,520)
Net cash used by investing activities	(74,825)	(70,401)
Net increase (decrease) in cash and cash equivalents	302,802	(209,261)
Cash and cash equivalents, beginning of year	1,465,898	1,675,159
Cash and cash equivalents, end of year	$ 1,768,700	$ 1,465,898
Supplemental disclosure of cash flow information		
Operating right-of-use asset obtained in exchange for new operating lease liability	$ -	$ 132,845

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

Organization

Bi-State Primary Care Association, Inc. (BSPCA) is a not-for-profit corporation organized in New Hampshire. The BSPCA's mission is to advance access to comprehensive primary care services for all, with special emphasis on those most in need in Vermont and New Hampshire.

Subsidiary

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

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

Basis of Presentation

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

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. There were no net assets with donor restrictions at June 30, 2024 and 2023.

Use of Estimates

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

Income Taxes

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

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

Cash and Cash Equivalents

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

The Association maintains cash and cash equivalents accounts at several financial institutions. The balances at each institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At various times throughout the year, the Association's balances may exceed FDIC insurance. The Association has not experienced any losses in such accounts and management believes it is not exposed to any significant risk and certain accounts are subject to a nightly sweep, which consists of high-yield savings accounts in other FDIC insured institutions with no individual institution exceeding FDIC limits.

Dues Income

Dues income is reported at the amount that reflects the consideration to which the Association expects to be entitled in exchange for providing member services. Dues income includes membership dues. Membership dues are exchange transactions based on the value of the benefits provided. The Association recognizes the membership dues over the membership period. Membership dues are on a 12-month basis and new member dues are calculated on a pro rata basis through June 30 from the join date. Any portion of such dues related to the following fiscal year is included in deferred revenue at year-end.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible. A portion of the Association's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Association has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Association has been awarded cost reimbursable grants of $7,168,579 that have not been recognized at June 30, 2024, because qualifying expenditures have not yet been incurred.

The Association receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2024 and 2023, grants from DHHS (including both direct awards and awards passed through other associations) represented approximately 81% and 69%, respectively, of grant revenue.

Effective July 1, 2023, the Association adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-13, *Financial Instruments—Credit Losses* (Topic 326): *Measurement of Credit Losses on Financial Instruments*, as amended, which modifies the measurement of expected claims and credit losses on certain financial instruments. Topic 326 requires measurement and recognition of expected versus incurred losses for financial assets held. Financial assets held by the Association that are subject to ASU 2016-13 include other receivables. The adoption of this ASU did not have a material impact on the Association's financial statements.

Investments and Investment Income

Investments in equity securities with readily-determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheets. Investment income or loss (including gains and losses on investments, interest and dividends) is included in the change in net assets without donor restrictions unless the income or loss is restricted by donor or law.

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

Operating Lease Right-of-Use Asset and Operating Lease Liability

The Association determines if an arrangement is a lease or contains a lease at inception of a contract. A contract is determined to be or contain a lease if the contract conveys the right to control the use of identified property, plant, or equipment (an identified asset) in exchange for consideration. The Association determines these assets are leased because the Association has the right to obtain substantially all of the economic benefit from and the right to direct the use of the identified asset. Assets in which the supplier or lessor has the practical ability and right to substitute alternative assets for the identified asset and would benefit economically from the exercise of its right to substitute the asset are not considered to be or contain a lease because the Association determines it does not have the right to control and direct the use of the identified asset. The Association's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

In evaluating its contracts, the Association separately identifies lease and non-lease components, such as maintenance costs, in calculating the right-of-use (ROU) assets and lease liabilities for its facility and equipment leases. The Association has elected the practical expedient to not separate lease and non-lease components and classifies the contract as a lease if consideration in the contract allocated to the lease component is greater than the consideration allocated to the non-lease agreement.

Leases result in the recognition of ROU assets and lease liabilities on the consolidated balance sheet. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Association determines lease classification as operating or finance at the lease commencement date.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent and lease incentives. Topic 842 requires the use of the implicit rate in the lease when readily determinable. As the leases do not provide an implicit rate, the Association elected the practical expedient to use the risk-free rate when the rate of the lease is not implicit in the lease agreement.

The lease term may include options to extend or to terminate the lease that the Association is reasonably certain to exercise. Lease expense on operating leases is recognized over the expected lease term on a straight-line basis, while expense on finance leases is recognized using the effective interest rate method which amortizes the ROU asset to expense over the lease term and interest costs are expensed on the lease obligation throughout the lease term.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Association's capitalization policy is applicable for acquisitions greater than $5,000.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restriction. Contributions whose restrictions are met in the same period as the support is received are recognized as net assets without donor restrictions.

Subsequent Events

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through September 20, 2024, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

The Association regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Association has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a $750,000 line of credit (Note 5).

Financial assets available for general expenditure within one year were as follows at June 30:

	2024	2023
Cash and cash equivalents	$ 1,768,700	$ 1,465,898
Investments	1,466,638	1,398,618
Grants and other receivables	1,102,382	1,849,263
Financial assets available to meet general expenditures within one year	$ 4,337,720	$ 4,713,779

The Association had average days operating expense excluding subrecipient grant pass-through expenses in cash and cash equivalents, less deferred revenue of 134 and 101 at June 30, 2024 and 2023, respectively. The Association manages its cash available to meet general expenditures following three guiding principles:

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

3. Investments and Deferred Compensation Investments

U.S. GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants, and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy distinguishes three levels of inputs that may be utilized when measuring fair value:

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

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

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

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

The fair market value of the Association's investments and deferred compensation plan investments are measured on a recurring basis. The following table sets forth the Association's assets by level within the fair value hierarchy at June 30:

	2024			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 6,361	$ -	$ -	$ 6,361
Exchange traded funds	220,478	-	-	220,478
U.S. treasury bills	-	1,465,881	-	1,465,881
Total	$ 226,839	$ 1,465,881	$ -	$ 1,692,720

	2023			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 1,403,360	$ -	$ -	$ 1,403,360
Mutual funds	16,921	-	-	16,921
Exchange traded funds	187,613	-	-	187,613
Total	$ 1,607,894	$ -	$ -	$ 1,607,894

U.S. treasury bills are valued based on quoted market prices of similar assets.

4. Property and Equipment

Property and equipment consisted of the following at June 30:

	2024	2023
Land	$ 50,000	$ 50,000
Buildings and improvements	659,382	659,382
Furniture and equipment	63,164	56,359
Total cost	772,546	765,741
Less accumulated depreciation	331,406	287,266
Property and equipment, net	$ 441,140	$ 478,475

5. Line of Credit

The Association has a $750,000 unsecured revolving line of credit with a local bank payable on demand. The interest rate on the line of credit is the Wall Street Journal Prime rate plus 1% with a 5% floor (9.50% at June 30, 2024). There was no outstanding balance on the line of credit at June 30, 2024 and 2023.

6. Leases

The Association has entered into the following lease arrangements:

Operating Lease

The Association has an operating lease for office space through December 2025. This lease does not contain renewal options. The lease includes a 3% per year escalation clause. Early termination of the lease is generally prohibited unless there is a violation under the lease agreement.

Short-Term Leases

The Association has certain leases that are for a period of 12 months of less or contain renewals for periods of 12 months or less. The Association does not include short-term leases within the consolidated balance sheet since it has elected the practical expedient not to include these leases within the recognized operating lease right-of-use asset and lease liability.

Lease Cost

Lease cost was as follows for the years ended June 30:

	2024	2023
Operating lease	$ 43,501	$ 23,616
Short-term lease expense	7,731	26,254
Total	$ 51,232	$ 49,870

Other Information

	2024	2023
Weighted-average remaining lease term:		
Operating lease	1.4 years	2.5 years
Weighted-average discount rate:		
Operating lease	4.18%	4.18%

Future Minimum Lease Payments and Reconciliation to the Consolidated Balance Sheet

Future minimum payments due under the facility lease agreement are as follows for the years ending June 30:

2025	$ 47,928
2026	23,592
Total future undiscounted lease payments	71,520
Less present value discount	1,874
Total lease liability	69,646
Current portion of lease liability	46,052
Lease liability, net of current portion	$ 23,594

7. Functional Expenses

The Association provides various services to residents within its geographic location. As the Association is a service association, expenses are allocated between program services and administrative support based on the percentage of program and administrative support wages, respectively, to total wages, with the exception of subrecipient grant pass-through expenses and subcontractors for program services which are 100% program in nature.

Expenses related to providing these services were as follows for the years ended June 30:

	Program Services	General and Administrative	Total
2024:			
Salaries and wages	$ 2,070,089	$ 819,560	$ 2,889,649
Employee benefits	461,601	182,750	644,351
Subrecipient grant pass-through	2,441,144	-	2,441,144
Subcontractors for program services	535,328	-	535,328
Professional services	84,212	33,340	117,552
Occupancy	74,630	29,546	104,176
Other	349,312	138,295	487,607
Depreciation	31,621	12,519	44,140
Total	$ 6,047,937	$ 1,216,010	$ 7,263,947

	Program Services	General and Administrative	Total
2023:			
Salaries and wages	$ 1,965,823	$ 757,100	$ 2,722,923
Employee benefits	419,988	161,750	581,738
Subrecipient grant pass-through	3,245,824	-	3,245,824
Subcontractors for program services	497,255	-	497,255
Professional services	68,382	26,336	94,718
Occupancy	78,068	30,066	108,134
Other	348,273	134,132	482,405
Depreciation	27,154	10,458	37,612
Total	$ 6,650,767	$ 1,119,842	$ 7,770,609

8. Retirement Plans

The Association offers a defined contribution plan to eligible employees. The Association's contributions to the plan for the years ended June 30, 2024 and 2023 amounted to $113,282 and $112,668, respectively.

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

9. Related Party Transactions

The Association's Board of Directors is composed of the senior officials of some of the members of the Association.

The following is a schedule of services provided to and (by) these related parties for the years ended June 30:.

	2024	2023
Dues income	$ 194,609	$ 181,915
Other revenue:		
National government relations capacity building	110,500	110,500
Purchased services and event registrations	59,565	27,206
Subrecipient grant pass-through	(1,567,858)	(1,504,282)
Subcontractors for program services	(45,001)	(15,952)

Amounts due to the Association from these related parties as of June 30, 2024 and 2023 were $39,990 and $12,035, respectively. Amounts payable to these related parties as of June 30, 2024 and 2023 were $177,228 and $341,105, respectively.

SUPPLEMENTARY INFORMATION

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

Federal Grant/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Sub-recipients
U.S. Department of Health and Human Services:				
Direct:				
Technical and Non-Financial Assistance to Health Centers	93.129		$ 1,873,713	$ -
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement	93.912		357,185	147,748
Passthrough:				
State of New Hampshire Department of Health and Human Services				
COVID-19 Special Programs for the Aging_Title III, Part C Nutrition Services	93.045	103502664/ 00FRF602PH9506A	298,604	-
Harvard University				
Training in General, Pediatric, and Public Health Dentistry	93.059	158303.5116168.0102	134,105	64,957
State of New Hampshire Department of Health and Human Services				
COVID-19 Immunization Cooperative Agreements	93.268	102-500731/90023210	617,494	611,444
State of Vermont, Department of Health				
COVID-19 Immunization Cooperative Agreements	93.268	03420-09991	135,000	-
Total AL 93.268			752,494	611,444
State of New Hampshire Department of Health and Human Services				
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	102-500731/90577100	588,490	588,490
State of Vermont Department of Health				
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	03420-09746	45,045	-
Total AL 93.391			633,535	588,490
State of Vermont Department of Health				
Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke	93.426	03420-10023	12,568	-
Community Health Access Network				
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527	N/A	318,051	-

The accompanying notes are an integral part of this schedule.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Expenditures of Federal Awards (Concluded)

Year Ended June 30, 2024

Federal Grant/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Sub-recipients
U.S. Department of Health and Human Services:				
Passthrough:				
State of New Hampshire Department of Health and Human Services				
Medical Assistance Program	93.778	102-500731/ 90075001 & 90072009	22,307	-
Medical Assistance Program	93.778	102-500731/47000144	42,095	-
Total AL 93.778			64,402	-
State of New Hampshire Department of Health and Human Services				
Opioid STR	93.788	074-500585/92057058	755,406	702,806
State of Vermont Department of Health				
Cooperative Agreements for State-based Diabetes Control Programs and Evaluation of Surveillance Systems	93.988	03420-10076	8,265	-
State of New Hampshire Department of Health and Human Services				
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080001	11,817	-
Total U.S. Department of Health and Human Services			5,220,145	2,115,445
U.S. Department of the Treasury				
Passthrough:				
State of New Hampshire Department of Health and Human Services				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	102-500731/ 00FRF602PH9540A	413,574	308,533
Total Expenditure of Federal Awards, All Programs			$ 5,633,719	$ 2,423,978

The accompanying notes are an integral part of this schedule.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

1. **Summary of Significant Accounting Policies**

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

2. **De Minimis Indirect Cost Rate**

   Bi-State Primary Care Association, Inc. and Subsidiary (collectively, the Association) has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

3. **Basis of Presentation**

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

BerryDunn

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

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

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Bi-State Primary Care Association, Inc. and Subsidiary (collectively, the Association), which comprise the consolidated balance sheet as of June 30, 2024, and the related consolidated statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated September 20, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Association'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 Association's internal control. Accordingly, we do not express an opinion on the effectiveness of the Association'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
Bi-State Primary Care Association, Inc. and Subsidiary

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Association'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 Association'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 Association's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
September 20, 2024

BerryDunn

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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Bi-State Primary Care Association, Inc. and Subsidiary's (collectively, the Association) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget's *Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024. The Association'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 Association complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). 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 Association 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 of the major federal programs. Our audit does not provide a legal determination of the Association'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 Association's federal programs.

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 Association'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. generally accepted auditing standards, *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 Association's compliance with the requirements of each of the major federal programs as a whole.

In performing an audit in accordance with U.S. generally accepted auditing standards, *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 Association'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 Association'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 Association'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.

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

Manchester, New Hampshire
September 20, 2024

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Findings and Questioned Costs

Year Ended June 30, 2024

Section 1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:				Unmodified
Internal control over financial reporting:				
Material weakness(es) identified?	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Noncompliance material to financial statements noted?	☐	Yes	☑	No

Federal Awards

Internal control over major programs:				
Material weakness(es) identified:	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Type of auditor's report issued on compliance for major programs:				Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	☐	Yes	☑	No

Identification of major programs:

Assistance Listing Number	Name of Federal Program or Cluster
93.391	COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises
93.788	Opioid STR
21.027	COVID-19 Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs:				$750,000
Auditee qualified as low-risk auditee?	☑	Yes	☐	No

Section 2. Financial Statement Findings

None

Section 3. Federal Award Findings and Questioned Costs

None

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

BI-STATE PRIMARY CARE ASSOCIATION
SERVING VERMONT & NEW HAMPSHIRE
www.bistatepca.org

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

BI-STATE PRIMARY CARE ASSOCIATION

FY25 Board of Directors (July 2024 – June 2025)

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

Board Vice Chair
Michael Costa
Chief Executive Officer
Gifford Health Care
44 South Main Street
Randolph, VT 05060
Phone: (802) 728-2304
mcosta@giffordhealthcare.org

Immediate Past Chair
Gregory White, CPA, CHFP
Chief Executive Officer
Lamprey Health Care
207 South Main Street
Newmarket, NH 03857
Phone: (603) 292-7214
gwhite@lampreyhealth.org

Board Treasurer
Robert MacLeod
Chief Executive Officer
Mid-State Health Center
101 Boulder Point Drive
Plymouth, NH 03264
Phone: (603) 238-3525
rmacleod@midstatehealth.org

Board Secretary
Kayla Davis
Co-Executive Director
Battenkill Valley Health Center
PO Box 61, 9 Church Street
Arlington, VT 05250
Phone: (802) 430-7281
kayladavis@bvhcvt.org

Henry Och
President and Chief Executive Officer
Harbor Care
45 High Street
Nashua, NH 03060
Phone: (603) 882-3616
h.och@harborcarenh.org

Andy Barter
Chief Executive Officer
Little Rivers Health Care
PO Box 8, 4628 Main Street
Newbury, VT 05051
Phone: (802) 222-3023
abarter@littlerivers.org

Michael Gardner
Chief Executive Officer
Community Health
71 Allen Street, Suite 101
Rutland, VT 05701
Phone: (802) 855-2083
mgardner@chcrr.org

Kris McCracken
President and Chief Executive Officer
Amoskeag Health
145 Hollis Street
Manchester, NH 03101
Phone: (603) 935-5210
kmccracken@amoskeaghealth.org

FY25 Bi-State Board of Directors Committee Chairs
(Committee Representation approved at 9/20/24 Board meeting)

- Executive Committee: Ken Gordon
- Finance and Audit Committee: Robert MacLeod
- National Government Relations Committee: Ken Gordon
- NH Government Relations Committee: Robert MacLeod
- Governance and Operations Committee: Kayla Davis
- Planning and Member Services Committee: Henry Och
- VT Government Relations Committee: Michael Costa

Updated 10/18/24

James A. Zibailo

[redacted] [redacted]

jzibailo@bistatepca.org

OBJECTIVE:

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

WORK EXPERIENCE:

Bi-State Primary Care Association — **2010-Present, Bow, NH**

Director, New Hampshire Community Health Systems — **2016-Present**

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

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

Community Development and Financial Services Coordinator — **2010-2016**

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

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

The Beacon Group — **2006-2009, Portland, ME**

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

Director of Operations — **2008-2009**

James A. Zibailo

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

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

Manager **2006- 2008**

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

Bi-State Primary Care Association **2004-2006**
Program Manager - Community Development **Concord, NH**

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

The Beacon Group **2002-2003**
Consultant **Portsmouth, NH**

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

New Hampshire Department of Health and Human Services **1998-2002**
Health Planning Analyst/Research Associate **Concord, NH**

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

EDUCATION:

University of Southern Maine, Muskie School of Public Service **Portland, ME**

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

University of New Hampshire **Durham, NH**

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

ADDITIONAL SKILLS:

- Communication skills, Computer skills, Critical thinking, Facilitation, Time management and Performing Arts

REFERENCES:

- Available upon request

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: **Bi-State Primary Care Association**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
James Zibailo	Director, Community Health Systems	$10,778.00	$114,382.06
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

0 SEP 06 '23 PM 3:37 RCU

ARC

33

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 5, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with Bi-State Primary Care Association, Inc. (VC# 166695-B001), Bow, NH to continue facilitating the delivery of integrated medication treatment to pregnant, postpartum and parenting individuals, by increasing the price limitation by $895,000 from $3,046,692 to $3,941,692 and by extending the completion date from September 29, 2023 to September 29, 2024, effective September 29, 2023, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on November 6, 2019, item #10, and amended on January 22, 2021, item #19, amended on September 15, 2021, item #16J, amended on June 29, 2022, item #23, and most recently amended on December 21, 2022, item #27.

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. Additionally, the Department is seeking to extend the contract beyond the completion date and there are no renewal options available. Bi-State Primary Care Association (Contractor) was identified as the organization for this scope of work based on their roles and well-established professional and technical assistance relationships with the State's Federally Qualified Health Centers (FQHCs) and hospitals, which will allow services to be established quickly and efficiently in the targeted geographic areas.

The purpose of this request is for the Contractor to continue to facilitate the participation of Federally Qualified Health Centers (FQHCs) to provide medications for substance use disorder (MSUD), and an array of necessary supports to pregnant, postpartum, and parenting individuals with opioid use disorder (OUD), along with their newborn and infant children.

The Contractor will continue its role as a facilitating organization to support a minimum of three (3) subcontracted FQHCs to increase their capacity to provide and deliver comprehensive integrated MSUD services and supports. The Contractor, as the facilitating organization, will provide project management, organizational support, and ensure compliance with the terms of the Agreement, as well as State and Federal regulations and standards, for themselves and all subcontracted sites.

The subcontracted FQHCs will provide integrated MSUD, meaning that not only will pregnant, postpartum, and parenting people with OUD receive necessary MSUD, they will also receive additional targeted, integrated services such as: obstetrical/gynecological care; Neonatal Abstinence Syndrome care; childbirth and parenting education; employment support and assistance with applying for and obtaining benefits appropriate for pregnant, postpartum, and parenting people such as enrolling in Medicaid; food and housing services; transportation; and childcare. MSUD is the use of medications, in combination with counseling and behavioral therapies, when necessary.

The Contractor will continue to support providers in delivering comprehensive integrated MSUD services and supports for the target population. Additionally, the Contractor will collaborate with local and regional public health and provider networks including, but not limited to, the Doorways and recovery community organizations to align and coordinate substance misuse treatment and recovery support services.

Approximately 75 individuals will be served between September 29, 2023 and September 29, 2024.

Should the Governor and Council not authorize this request, pregnant, post-partum, and parenting individuals in New Hampshire with OUD, and their infants and children, may not receive the treatment necessary to achieve and maintain recovery, and may not receive important parenting-specific services and supports which could improve the mother's health and wellbeing, as well as that of their infants and children.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.788 FAIN's H79TI081685, H79TI083326, FAIN H79TI05759 and TBD.

In the event that the Federal Funds become no longer available, 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

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, STR GRANT

100% Federal Funds

Vendor Name: Bi-State Primary Care Association — Vendor # 166695-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	92052559	$600,000.00	$0.00	$600,000.00
		Sub Total		$600,000.00	$0.00	$600,000.00

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	92057040	$156,945.00	$0.00	$156,945.00
2021	102-500731	Contracts for Program Services	92057040	$300,000.00	$0.00	$300,000.00
2021	102-500731	Contracts for Program Services	92057046	$522,374.00	$0.00	$522,374.00
2022	102-500731	Contracts for Program Services	92057046	$174,124.00	$0.00	$174,124.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	$348,249.00	$0.00	$348,249.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	$50,000.00	$0.00	$50,000.00
2023	074-500589	Welfare Assistance	92057059	$671,250.00	$0.00	$671,250.00
2024	074-500589	Welfare Assistance	92057059	$223,750.00	$0.00	$223,750.00
2024	074-500589	Welfare Assistance	TBD	$0.00	$671,250.00	$671,250.00
2025	074-500589	Welfare Assistance	TBD	$0.00	$223,750.00	$223,750.00
		Sub Total		$2,446,692.00	$895,000.00	$3,341,692.00
			Overall Total	$3,046,692.00	$895,000.00	$3,941,692.00

State of New Hampshire
Department of Health and Human Services
Amendment #5

This Amendment to the Facilitating Integrated Medication Assisted Treatment for Pregnant, Postpartum and Parenting Women contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Bi-State Primary Care Association, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 6, 2019 (Item #10), as amended on January 22, 2021 (Item #19), amended on September 15, 2021 (Item #16J), amended on June 29, 2022 (Item #23), and as amended on December 21, 2022 (Item #27), the 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, Paragraph 18, 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, increase the price limitation, and modify the scope of services 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:

   September 29, 2024

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $3,941,692

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director

4. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #5, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:

   1. This Agreement is funded with 100% Federal funds from the State Opioid Response Grant, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Listing Number (ALN) 93.788, as awarded on:

      1.1. 09/30/2018, FAIN H79TI081685;

      1.2. 09/30/2020, FAIN H79TI083326;

      1.3. 09/23/2022, FAIN H79TI05759; and

      1.4. Award date TBD, FAIN TBD pending receipt of the Notice of Award from SAMHSA, which is anticipated to be effective 9/30/2023.

6. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred with the fulfillment of this Agreement, and shall be in accordance with the approved line item, as

specified in Exhibit B-1 Budget through Exhibit B-11 Budget, Amendment #5.

7. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, Paragraph 5.1.3, Subparagraph 5.1.3.1, to add Parts 5.1.3.1.9 through 5.1.3.1.11, as follows:

   5.1.3.1.9. Promotional items including, but not limited to, clothing and commemorative items with added logos for distribution to clients and the community, including but not limited to, mugs/cups, folders/folios, lanyards, and conference bags. See 45 CFR 75.421(e)(3)

   5.1.3.1.10. Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. See 42 U.S.C. § 1320a-7b

   5.1.3.1.11. Sterile needles or syringes for the hypodermic injection of any illegal drug.

8. Add Exhibit B-10 Budget, Amendment #5, which is attached hereto and incorporated by reference herein.

9. Add Exhibit B-11 Budget, Amendment #5, 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 September 29, 2023, 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

8/31/2023
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Bi-State Primary Care Association, Inc.

8/31/2023
Date

DocuSigned by:
Georgia Maheras
Name: Georgia Maheras
Title: SVP, Policy and Strategy

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

OFFICE OF THE ATTORNEY GENERAL

8/31/2023
Date

DocuSigned by:
Robyn Guarino
74873484404144C0...
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:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

2. Scope of Work

2.1. Program Requirements

2.1.1. The Contractor shall enter into agreements with a minimum of three (3) Federally Qualified Health Centers (FQHCs) and/or hospitals, hereinafter referred to as Sites, to increase their capacity to provide and to deliver comprehensive, integrated medications for opioid use disorder (iMOUD) services and supports for pregnant, postpartum, and parenting individuals with opioid use disorders (OUD), and their newborn and infant children. The Contractor shall ensure:

2.1.1.1. Preference is given to FQHCs in Coos, Rockingham, Hillsborough, Merrimack, Strafford, and Cheshire counties, which are areas that are not currently served by an organization under contract with the Department to provide medications for pregnant and parenting individuals.

2.1.1.2. Agreements with prospective Sites are submitted to the Department for approval prior to execution.

2.1.2. The Contractor shall provide project management and program consultation to each Site.

2.1.3. The Contractor shall support each Site to ensure they have billing capabilities which include, but are not limited to:

2.1.3.1. Enrolling with Medicaid and other third party payers.

2.1.3.2. Contracting with managed care organizations and insurance companies for MOUD and delivery of prenatal care.

2.1.3.3. Having a proper understanding of the hierarchy of the billing process including, but not limited to, alternative payment models for addiction care.

2.1.4. The Contractor shall ensure, for themselves and subcontracted sites, compliance with and adherence to the State Opioid Response Grant Standards as specified in Section 9.

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

2.1.5.1. Applicable federal and state laws.

2.1.5.2. HIPAA Privacy Rule.

2.1.5.3. 42 C.F.R Part 2.

2.2. Medications for Opioid Use Disorder (MOUD)

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

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

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

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

2.2.2. The Contractor shall ensure each Site:

2.2.2.1. Collaborates with local and regional Doorways, to include, but is not limited to:

2.2.2.1.1. Accepting clinical evaluation results for level of care placement from the Doorways upon referral of a client or upon intake in order to ensure that clients are not over-evaluated.

2.2.2.1.2. Continuing reassessment of service recipients at each encounter.

2.2.2.1.3. Assisting participants with identifying, applying for, and obtaining ancillary, non-clinical recovery support services that reduce barriers to a client's participation in treatment or recovery, which may include, but are not limited to services identified in Subparagraph 2.3.2.2, as appropriate.

2.2.2.1.4. Obtaining naloxone kits for distribution to program participants and family members.

2.2.2.2. Provides MOUD services with fidelity to federal, state, and best practice recommendations as described in the "Guidance Document on Best Practices" – https://www.dhhs.nh.gov/dcbh/bdas/documents/matguidancedoc.pdf

2.2.2.3. Develops policies and practices related, but not limited, to:

2.2.2.3.1. Evaluation and medical examination to verify that patients meet criteria for opioid use disorders, are appropriate for MOUD level of care, and determine the appropriate medication in cases where an evaluation has not already been completed.

2.2.2.3.2. Induction procedures.

2.2.2.3.3. Integration of behavioral health counseling.

2.2.2.3.4. Documentation of MOUD services.

2.2.2.3.5. Urine drug testing.

2.2.2.3.6. Discharge from MOUD services.

2.2.2.3.7. Billing procedures.

2.2.2.3.8. Preventing Diversion

2.2.2.3.9. Transition between levels of care as appropriate.

2.2.2.3.10. Utilizing the State's Prescription Drug Monitoring Program (PDMP) database in accordance with State requirements.

2.2.2.4. Identifies at least one (1) provider to prescribe all FDA approved medications.

2.2.2.5. Provides ongoing supervision for prescribers, with access to consultation from experienced providers.

2.2.2.6. Utilizes patient-centered educational materials regarding overdose prevention, such as the Substance Abuse and Mental Health

Services Administration's (SAMHSA's) Opioid Overdose Prevention Toolkit.

2.2.2.7. Provides interim OUD treatment services, when the necessary treatment services are not available to the participant, within forty-eight (48) hours of referral. Interim services shall include, but are not limited to Recovery Support Services (RSS) as needed by the client.

2.2.2.8. Develops collaborative relationships with external partners that offer services to pregnant women with OUD to provide additional services not available through the Site, including but not limited to:

2.2.2.8.1. MOUD services with Methadone.

2.2.2.8.2. Intensive levels of behavioral health counseling not available at their agency.

2.2.2.8.3. Ancillary, non-clinical recovery support services that reduce barriers to a client's participation in treatment or recovery, which may include, services identified in Subparagraph 2.3.2.2, and supports and services offered through the Doorways.

2.2.2.9. Develops collaborative relationships with Recovery Community Organizations and other RSS partners to provide additional services not available through the Site, including, but not limited to:

2.2.2.9.1. Certified Recovery Support Workers.

2.2.2.9.2. Medically Assisted Peer Recovery Support Groups or Peer Recovery Support Groups.

2.2.2.9.3. Family Support Groups.

2.2.2.9.4. Parent Education and Training.

2.2.2.9.5. Referral to community-based programs to support recovery.

2.3. Integrated Services and Supports

2.3.1. The Contractor shall work with the Sites, as identified in Section 2.1.1, to enhance their capacity and to deliver integrated services and supports for prenatal and postpartum care, provide parenting and recovery support services, utilizing evidence-based practices and curricula when available and appropriate, in coordination with the MOUD services in Section 2.2, including, but not limited to:

2.3.1.1. Obstetrical/gynecological (OB/Gyn) services.

2.3.1.2. Neonatal Abstinence Syndrome (NAS) services.

2.3.1.3. Family Support Services.

2.3.1.4. Resource/Employment specialists.

2.3.1.5. Case management/Care coordination.

2.3.1.6. Childbirth education.

2.3.1.7. Parenting and personal development education groups, programs, and activities, which integrate the parenting education curriculum with addiction treatment so that participants have the opportunity to learn about the impact of substance use on family functioning and healthy child development.

2.3.1.8. Health education, including practices for safe storage of medication and preventing diversion of medications.

2.3.1.9. Supporting and mentoring leadership of group therapy for participating individuals.

2.3.1.10. Educational sessions to all pregnancy groups that include, but are not limited to "The Period of Purple Crying," safe sleep practices and car seat safety and are integrated with newborn nursery and outpatient pediatric follow up.

2.3.2. The Contractor shall ensure each Site:

2.3.2.1. Provides access to childcare support to participants that allows participants to participate in and receive care without distraction.

2.3.2.2. Assists participants with identifying, applying for, and obtaining benefits, programs, supports, and services appropriate for pregnant, postpartum, and parenting individuals, including but not limited to:

2.3.2.2.1. Social supports including, but not limited to access and/or referrals to food, housing, and childcare.

2.3.2.2.2. Recovery centers, peer support groups, and transitional housing.

2.3.2.2.3. Behavioral health resources in the local community.

2.3.2.2.4. Transportation resources including, but not limited to:

2.3.2.2.4.1. Assisting participants to enroll in Medicaid transportation services.

2.3.2.2.4.2. Developing a network of support to help with transportation needs.

2.3.2.2.4.3. Identifying resources to help participants to attain a valid driver's license or an affordable car loan.

2.3.2.3. Develops a Plan for Safe Care with birth attendants and the New Hampshire Division of Children, Youth, and Families (DCYF), per NH RSA 132:10-e and RSA 132:10-f, for each infant affected by prenatal drug or fetal alcohol exposure.

2.3.2.3.1. Planning and communication regarding the Plan for Safe Care will also involve other community agency supports including, but not limited to home visitation, NH Women, Infants and Children Nutrition Program, housing, and other services central to recovery and parenting.

2.3.2.4. Continuous reassessment of participants for referral to the appropriate level of care.

2.3.2.5. Obtains the necessary releases to ensure ongoing communication and care coordination with entities involved in the participants' care including child protective services, treatment providers, home visiting services, and pediatric providers.

2.3.2.6. Enables participant choice in services by utilizing available resources.

2.3.2.7. Has ongoing communication and care coordination with entities involved in the participants' care including, but not limited to:

2.3.2.7.1. Child protective services.

2.3.2.7.2. Treatment providers.

2.3.2.7.3. Home visiting services.

2.3.2.7.4. Pediatric providers.

2.3.2.7.5. Recovery Support Services.

2.3.3. The Contractor shall assist Sites in engaging and collaborating with local/regional referral networks and community partners to increase awareness of the program, align and coordinate services across networks, and enable the program to be utilized to its greatest capacity. These partners include, but are not limited to:

2.3.3.1. Regional Public Health Networks.

2.3.3.2. Family Resource Center(s).

2.3.3.3. Recovery Community Organizations.

2.3.3.4. Doorways.

2.3.4. The Contractor shall collaborate with the Sites to develop and implement outreach activities, which may include marketing designed to engage pregnant individuals with an OUD in the community and promote this program throughout their service areas. The Contractor and Sites are not required to market themselves publicly as SUD treatment centers.

2.3.5. The Contractor shall ensure meaningful input of consumers in program assessment, planning, implementation, and improvement.

2.3.6. The Contractor shall ensure patient-centered, effective, integrated care and attention to overdose prevention is provided by each Site by employing educational materials which include, but are not limited to:

2.3.6.1. Center for Disease Control (CDC) opioid prescribing guidelines.

2.3.6.2. SAMHSA's Opioid Overdose Prevention Toolkit.

2.3.6.3. State-published Guidance Document on Best Practices: Key Components for Delivering Community Based Medication Assisted Treatment Services for Opioid Use Disorders in NH (https://www.dhhs.nh.gov/dcbcs/bdas/documents/matguidancedoc.pdf).

2.3.7. The Contractor shall collaborate with each Site to modify workflows and electronic records processes to ensure screening and required data collection.

2.4. The Contractor shall meet with the Department at a frequency and in a format determined by the Department, to review work plan progress, Site development, and encountered or foreseeable issues.

3. Staffing

3.1. The Contractor shall ensure each Site meets the minimum MOUD team staffing requirements to provide the Scope of Services as follows:

3.1.1. Provides access to at least one (1):

3.1.1.1. Prescriber.

3.1.1.2. Masters Licensed Alcohol and Drug Counselor or behavioral health provider with addiction training.

3.1.1.3. Obstetrician or midwife.

3.1.1.4. Care coordinator.

3.1.1.5. Non-clinical/administrative staff.

3.1.1.6. Certified Recovery Support Worker (CRSW).

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff, at each Site, providing treatment, education, and/or recovery support services are under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor, at each site, oversees more than eight (8) unlicensed staff, unless the Department has approved an alternative supervision plan.

3.2. The Contractor shall ensure that unlicensed staff providing clinical or recovery support services must hold a minimum of a CRSW within one (1) year of hire or from the effective date of this contract, whichever is later.

3.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contract shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

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

4. Training

4.1. The Contractor shall:

4.1.1. Ensure the availability of initial and on-going training resources to all Sites including, but not limited to training for physicians, nurse practitioners, and physician assistants.

4.1.2. Develop a training plan with each Site to train and engage appropriate staff. Plans shall be submitted to the Department for approval prior to implementation.

4.1.3. Ensure staff at all Sites receive confidentiality training pursuant to vendor policies and procedures in compliance with NH State administrative rules and state and federal laws. This includes, but is not limited to safeguarding protected health information, SUD treatment information, and any individually identifiable patient information.

4.1.4. Participate in and ensure Sites participate in training and technical assistance activities, as directed by the Department, to assist with the MOUD planning, implementation, monitoring, and quality improvement, as well as services and supports for pregnant, postpartum and parenting individuals and their newborn and infant children, as appropriate. This includes training activities such as, but not limited to:

4.1.4.1. The Community of Practice for MOUD, as sessions are available.

4.1.4.2. Project-specific trainings.

4.1.4.3. Ad hoc communication with expert consultants on MOUD clinical care topics such as Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV) prevention, diversion risk mitigation, and other relevant issues.

4.1.5. Ensure staff at each Site are trained on relevant topics which may include, but are not limited to:

4.1.5.1. Integrated care.

4.1.5.2. Trauma-informed care and other evidence based treatment strategies as indicated.

4.1.5.3. MOUD best practices.

4.1.5.4. Care coordination.

4.1.5.5. RSS delivery best practices, including CRSW courses for prospective Recovery Coaches.

4.1.5.6. Smoking Cessation.

4.1.5.7. Motivational Interviewing.

4.1.5.8. Evidence-Based Practices such as Screening, Brief Intervention, and Referral to Treatment.

4.1.6. Cognitive behavioral therapy, dialectical behavior therapy, motivational enhancement therapy, mindfulness, and overdose prevention.

4.1.7. Collaborate with the Doorways to provide training and logistics to all Sites for the distribution of naloxone kits to participants and family members.

4.2. Ensure that personnel providing services at each Site are licensed, certified, and/or trained in the services being provided.

4.3. Ensure each Site maintains policies and procedures and have required employee training, at least once per year, in the areas of ethical conduct, confidentiality, compliance, cyber security, and conflict of interest.

5. Data Collection and Reporting

5.1. The Contractor shall assist and ensure each Site collects, reports and submits de-identified patient data, including, but not limited to:

5.1.1. Demographics and measures for all program participants, as identified by the Department.

5.1.2. Number of people referred to or from local and regional Doorways, broken out by Doorway and service.

5.1.3. Federally required data points specific to this funding opportunity as identified by SAMHSA.

5.1.4. The number of additional supports and services provided, by type of service and support.

5.2. The Contractor, in collaboration with the Department, will analyze and utilize data collected for promoting quality improvement efforts of this project.

5.3. The Contractor shall report the data identified in Section 5 for all Sites combined, as well as individually for each Site, to the Department on a monthly basis in a format approved by the Department by the fifteen (15) working day of the following month.

5.4. The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Critical Incidents and Sentinel Events

6.1. The Contractor shall report, and shall ensure all Sites report:

6.1.1. All critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.1.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

6.1.1.1.1. Abuse;

6.1.1.1.2. Neglect;

6.1.1.1.3. Exploitation;

6.1.1.1.4. Rights violation;

6.1.1.1.5. Missing person;

6.1.1.1.6. Medical emergency;

6.1.1.1.7. Restraint; or

6.1.1.1.8. Medical error.

6.1.2. All contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident;

6.1.3. All media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident;

6.1.4. All sentinel events, involving any individual receiving services under this contract, to the Department as follows:

6.1.4.1. "Sentinel events" as defined by the NH DHHS Sentinel Event Reporting and Review policy is an unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof. Serious injury specifically includes loss of limb or function (https://www.dhhs.nh.gov/dcbcs/documents/policy.pdf). All sentinel events hall be reported as follows:

6.1.4.1.1. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the Department, which shall include:

6.1.4.1.1.1. The reporting individual's name, phone number, and organization;

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

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

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

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

6.1.4.1.1.6. The identification of any media that reported the event.

6.1.4.1.2. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.docx to the Department; and

6.1.4.1.3. Additional information on the event that is discovered after filing the form in Section 6.1.4.1.2 above shall be reported to the Department, in writing, as it becomes available or upon request of the Department.

6.2. The Contractor shall report all Critical and Sentinel events as outlined in Subsection 6.1, to other agencies as required by law.

6.3. The Contractor shall submit, and ensure all Sites submit, additional information regarding Critical and Sentinel events if required and as requested by the Department.

7. Deliverables

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

7.2. The Contractor shall provide a written work plan, which describes the process for ensuring the completion of all aspects of the Scope of Services (Section 2), Staffing (Section 3), and Training (Section 4) as outlined in this Contract within thirty (30) days of Governor and Executive Council approval of the Contract. The work plan shall be subject to review and approval by the Department.

7.3. The Contractor shall provide monthly status reports based on work plan progress to include, but not be limited to:

7.3.1. Staff retained to support MOUD at each Site;

7.3.2. Number of prescribers waivered to prescribe buprenorphine at each Site;

7.3.3. Outreach activities conducted by the Contractor and by each Site;

7.3.4. Policies and practices established;

7.3.5. Encountered and foreseeable issues, along with actual or suggested resolutions;

7.3.6. Changes made to the initial work plan;

7.3.7. Training and technical assistance provided to or needed by each Site; and

7.3.8. Other progress to date.

7.3.9. The Contractor shall report on and submit all data points in Section 5, as requested by the Department, monthly, and send the results in de-identified, aggregate form to the Department using a Department-approved format.

7.4. The Contractor must submit a final report to the Department within 45 days of conclusion of the contract which shall include, but is not limited to:

7.4.1. A summary of information detailing progress made toward completion of all aspects of the Scope of Services, including challenges encountered and actions taken;

7.4.2. Total of de-identified and aggregate data by Site and by program as a whole;

7.4.3. Demographics of participants;

7.4.4. Number of patients receiving MOUD prior to program implementation compared to number of patients receiving MOUD at end of Contract, including demographic (e.g., gender, age, race, ethnicity) and outcome data as appropriate;

7.4.5. Training and technical assistance provided; and

7.4.6. Other progress to date.

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

8. Performance Measures

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

9. State Opioid Response (SOR) Grant Standards

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

9.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

9.2.1. Completed and documented in the individual's file; and

9.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

9.3. The Contractor shall ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.

9.4. The Contractor shall coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.

9.4.1. The Contractor shall submit a detailed plan within thirty (30) days of contract effective date for ensuring GPRA completion for all clients receiving SOR funding.

9.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor shall ensure:

9.5.1. Treatment in this context includes the treatment of OUD/StimUD.

9.5.2. Grant funds are not provided to any individual who or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders.

9.5.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.

9.6. The Contractor shall ensure Naloxone kits are available to individuals, utilizing SOR funding.

9.7. If the Contractor intends to distribute test strips, the Contractor shall provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:

9.7.1. Internal policies for the distribution of test strips;

9.7.2. Distribution methods and frequency; and

9.7.3. Other key data as requested by the Department.

9.8. The Contractor shall provide services as referenced in Section 2.1.1. to eligible individuals who:

9.8.1. Receive MOUD services from other providers, including the individual's primary care provider;

9.8.2. Have co-occurring mental health disorders; or

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

9.9. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

9.10. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.

9.11. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.

9.12. The Contractor shall comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirements, and as amended, and shall collaborate with the Department to understand the aforesaid.

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Bi-State Primary Care Association, Inc.*

Budget Request for: *Facilitating Integrated Medication for OUD, Postpartum and Parenting Women*

Budget Period *SFY24-(September 29, 2023-June 30, 2024)*

Indirect Cost Rate (if applicable) 1.33%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$52,985	$0	$52,985
2. Fringe Benefits	$7,948	$0	$7,948
3. Consultants	$0	$0	$0
4. Equipment	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0
5.(e) Supplies Office	$695	$0	$695
6. Travel	$50	$0	$50
7. Software	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0
8. (c) Other - Other (please specify)			
Other (please specify) Professional Development	$4,780	$0	$4,780
Other (please specify) Occupancy	$12,989	$0	$12,989
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subcontracts	$583,000	$0	$583,000
Total Direct Costs	$662,447	$0	$662,447
Total Indirect Costs	$8,803	$0	$8,803
TOTAL	$671,250	$0	$671,250

Contractor Initials GM

Date 8/31/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Bi-State Primary Care Association, Inc.*

Budget Request for: *Facilitating Integrated Medication for OUD, Postpartum and Parenting Women*

Budget Period *SFY25-(July 1, 2024-September 29, 2024)*

Indirect Cost Rate (if applicable) 2.81%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	$19,286	$0	$19,286
2. Fringe Benefits	$2,893	$0	$2,893
3. Consultants	$0	$0	$0
4. Equipment	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0
5.(e) Supplies Office	$708	$0	$708
6. Travel	$50	$0	$50
7. Software	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0
8. (c) Other - Other (please specify)			
Other (please specify) Professional Development	$5,175	$0	$5,175
Other (please specify) Occupancy	$4,267	$0	$4,267
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subcontracts	$185,250	$0	$185,250
Total Direct Costs	$217,629	$0	$217,629
Total Indirect Costs	$6,121	$0	$6,121
TOTAL	$223,750	$0	$223,750

Contractor Initials GM

Date 8/31/2023

HRC

27

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 28, 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 for Behavioral Health, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Bi-State Primary Care Association, Inc. (VC#166695-B001), Bow, NH to facilitate certain providers to deliver integrated medication treatment for pregnant, postpartum and parenting women, by increasing the price limitation by $895,000 from $2,151,692 to $3,046,692 and by extending the completion date from September 29, 2022 to September 29, 2023, effective retroactive to September 29, 2022 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on November 6, 2019, item #10, amended on January 22, 2021, item #19, amended on September 15, 2021, item #16J, and most recently amended on June 29, 2022, item #23.

Funds are available in the following accounts for State Fiscal Year 2023 and are anticipated to be available for State Fiscal Year 2024, 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.

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, STR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92052559	$600,000	$0	$600,000
			Subtotal	***$600,000***	***$0***	***$600,000***

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92057040	$158,945	$0	$158,945
2021	102-500731	Contracts for Prog Svc	92057040	$300,000	$0	$300,000
2021	102-500731	Contracts for Prog Svc	92057046	$522,374	$0	$522,374
2022	102-500731	Contracts for Prog Svc	92057046	$174,124	$0	$174,124
2022	074-500585	Grants for Pub Asst and Rel	92057048	$348,249	$0	$348,249
2022	074-500585	Grants for Pub Asst and Rel	92057048	$50,000	$0	$50,000
2023	074-500589	Welfare Assistance	92057058	$0	$671,250	$671,250
2024	074-500589	Welfare Assistance	92057058	$0	$223,750	$223,750
			Subtotal	***$1,551,692***	***$895,000***	***$2,446,692***
			Total	**$2,151,692**	**$895,000**	**$3,046,692**

EXPLANATION

This request is **Retroactive** because the Department was notified by the Federal awarding agency on September 23, 2022 of the availability of funding beyond the current contract completion date of September 29, 2022. Due to the delayed notification from the Federal awarding agency, the Department was unable to finalize the amendments and funding details and present this request to the Governor and Council prior to the contracts expiring.

This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion dates and there are no renewal options available. Due to the limited timeframe between the funding notification from the Federal awarding agency and the contract expiration date, the Department was not able to re-procure for these services. Any delays or gaps in service provision may result in reduced or loss of access to services and supports for individuals in need of these critical services.

The purpose of this request is for the Contractor to continue to facilitate the participation of Federally Qualified Health Centers (FQHCs) to provide medications for substance use disorder (MSUD), and an array of necessary supports to pregnant, postpartum, and parenting people with opioid use disorder (OUD), along with their newborn and infant children.

The Contractor shall continue the currently contracted role as a facilitating organization (FO) to support at least three (3) subcontracted FQHCs to increase their capacity to provide and to deliver comprehensive integrated MSUD services and supports. The FO will provide project management, organizational support, and ensure compliance for themselves and all subcontracted sites with contract, State, and Federal regulations and standards.

The subcontracted FQHCs will provide integrated MSUD, meaning that not only will pregnant, postpartum, and parenting people with OUD receive necessary MSUD, they will also receive additional targeted, integrated services such as: obstetrical/gynecological care; Neonatal Abstinence Syndrome care; childbirth and parenting education; employment support and assistance with applying for and obtaining benefits appropriate for pregnant, postpartum, and parenting people such as enrolling in Medicaid; food and housing services; transportation; and childcare. MSUD is the use of medications, in combination with counseling and behavioral therapies, when necessary.

In addition to continuing to support providers in delivering comprehensive integrated MSUD services and supports for the target population, the Contractor will collaborate with local and regional public health and provider networks, including the Doorways and recovery community organizations, to align and coordinate substance misuse treatment and recovery support services.

Approximately 75 individuals will be served September 30, 2022 to September 29, 2023.

The additional funding with this amendment shall go towards supporting additional staff for reporting, additional supplies, community coordination, and reestablishment of a previous subcontracted FQHC.

Should the Governor and Council not authorize this request, pregnant, post-partum, and parenting people in New Hampshire with OUD and their infants and children may not receive the treatment necessary to achieve and maintain recovery and may also not receive important parenting-specific services and supports which could improve the mothers' health and wellbeing as well as that of their infants and children.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #1H79TI085759.

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

Respectfully submitted,

for

Lori A. Shibinette
Commissioner

23

GK

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 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 for Behavioral Health, to amend an existing contract with Bi-State Primary Care Association, Inc. (VC#166695-B001) Bow, NH, to facilitate certain providers to deliver integrated medication treatment for pregnant, postpartum and parenting women, by exercising a contract renewal option by increasing the price limitation by $50,000 from $2,101,692 to $2,151,692 and extending the completion date from June 30, 2022 to September 29, 2022, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on November 6, 2019, item #10, amended with Governor and Council approval on January 22, 2021, item #19, and most recently amended with Governor and Council approval on September 15, 2021, item #16J.

Funds are available in the following account 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.

05-95-92-920510-26590000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, STR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92052559	$600,000	$0	$600,000
			Subtotal	$600,000	$0	$600,000

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92057040	$156,945	$0	$156,945
2021	102-500731	Contracts for Prog Svc	92057040	$300,000	$0	$300,000
2021	102-500731	Contracts for Prog Svc	9207046	$522,374	$0	$522,374
2022	102-500731	Contracts for Prog Svc	92057046	$174,124	$0	$174,124
2022	074-500585	Grants for Pub Asst and Rel	92057048	$348,249	$0	$348,249
2023	074-500589	Welfare Assistance	92057048	$0	$50,000	$50,000
			Subtotal	$1,501,692	$50,000	$1,551,692
			Total	**$2,101,692**	**$50,000**	**$2,151,692**

EXPLANATION

The purpose of this request is to continue facilitating the participation of certain Federally Qualified Health Centers (FQHCs) to provide medications for substance use disorder (MSUD), formerly referred to as medication assisted treatment, and an array of necessary supports to pregnant, postpartum, and parenting women diagnosed with opioid use disorder (OUD), along with their newborn and infant children.

The Contractor shall continue the currently contracted role as a facilitating organization (FO) to support at least two (2) subcontracted FQHCs to increase their capacity to provide and to deliver comprehensive integrated MSUD services and supports. The FO will provide project management, organizational support, and ensure compliance for themselves and all subcontracted sites with contract, State, and Federal regulations and standards.

The subcontracted FQHCs will provide integrated MSUD, meaning that not only will pregnant, postpartum, and parenting women diagnosed with OUD receive necessary MSUD, they will also receive additional targeted, integrated services such as: obstetrical/gynecological care; Neonatal Abstinence Syndrome care; childbirth and parenting education; employment support and assistance with applying for and obtaining benefits appropriate for pregnant, postpartum, and parenting women such as enrolling in Medicaid; food and housing services; transportation; and childcare. MSUD is the use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of OUD.

In addition to continuing to support providers in delivering comprehensive integrated MSUD services and supports for the target population, the Contractor will collaborate with local and regional public health and provider networks, including the Doorways and recovery community organizations, to align and coordinate substance misuse treatment and recovery support services.

Approximately 70 individuals will be served from July 1, 2022 to September 29, 2022.

The Department will continue to monitor contracted services by reviewing reports, surveys and other necessary data; critical and sentinel event reports; and performance measures indicating the effectiveness of the Contractor and the delivery of services under this agreement.

As referenced in Exhibit C-1 of the original contract, 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 three (3) months of available renewal. In part, this decision is based on the fact that the subcontracted FQHCs have been integral partners and supports for the Regional Doorway system and continuing funding these contracts will avoid creating critical service gaps.

Should the Governor and Council not authorize this request, pregnant, post-partum, and parenting women in New Hampshire diagnosed with OUD and their infants and children may not receive the treatment necessary to overcome their addiction and may also not receive important parenting-specific services and supports which could improve the mothers' health and wellbeing as well as that of their infants and children. Not receiving these needed services could lead to serious health and social consequences, including overdose, incarceration, or death for the mother; involvement with DCYF, which may include termination of custody; and increased likelihood of being unsheltered and/or unemployed.

Area served: Statewide

Source of Funds: 100% Federal Funds. Assistance Listing #93.788, FAIN # H79TI083326.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 26, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with Bi-State Primary Care Association, Inc. (VC#166695-B001), Bow, NH to facilitate certain providers to deliver integrated medication treatment for pregnant, postpartum and parenting women by exercising a renewal option by increasing the price limitation by $348,249 from $1,753,443 to $2,101,692 and by extending the completion date from September 29, 2021 to June 30, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on November 6, 2019, item #10 and most recently amended with Governor and Council approval on January 22, 2021, item #19.

Funds are available in the following account for State Fiscal Year 2022, 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.

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, STR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92052559	$600,000	$0	$600,000
			Subtotal	*$600,000*	*$0*	*$600,000*

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget

2020	102-500731	Contracts for Prog Svc	92057040	$156,945	$0	$156,945
2021	102-500731	Contracts for Prog Svc	92057040	$300,000	$0	$300,000
2021	102-500731	Contracts for Prog Svc	9207046	$522,374	$0	$522,374
2022	102-500731	Contracts for Prog Svc	92057046	$174,124	$0	$174,124
2022	074-500585	Grants for Pub Asst and Rel	92057048	$0	$348,249	$348,249
			Subtotal	*$1,153,443*	*$348,249*	*$1,501,692*
			Total	$1,753,443	$348,249	$2,101,692

EXPLANATION

The purpose of this request is to continue facilitating the participation of certain Federally Qualified Health Centers and hospitals to provide medication assisted treatment and an array of necessary supports to pregnant, postpartum, and parenting women diagnosed with opioid use disorder.

The Contractor will support a minimum of (3) Federally Qualified Health Centers and/or hospitals to increase their capacity to provide and to deliver comprehensive integrated Medication Assisted Treatment services and support for pregnant, postpartum, and parenting women with opioid use disorder, along with their newborn and infant children.

Integrated Medication Assisted Treatment services are a critical component to address the opioid crisis in New Hampshire. The programs supported by this contract are evidence-based options that have expanded the State's capacity to provide treatment and recovery supports to women, as well as their infants and children affected by their mother's use of opioids.

Approximately 500 individuals will be served from September 30, 2021 to June 30, 2022.

In addition to continuing support to providers in delivering comprehensive integrated medication assisted treatment services and supports for the target population, the Contractor will collaborate with local and regional networks, including the Doorways, to align services.

The Department will continue to monitor contracted services by reviewing reports, surveys and other necessary data; critical and sentinel event reports; and performance measures indicating the effectiveness of the Contractor and the delivery of services under this agreement. The Contractor will:

- Ensure that 50% of women referred to the program who consent to treatment and qualify based on clinical evaluation will enter opioid use disorder treatment as reported by the Sites;
- Ensure 75% of women identified by American Society of Addiction Medicine criteria as in need of a higher level of care will be referred to treatment services in order to increase referral of pregnant and postpartum women to Opioid Use Disorder treatment providers as reported by the Sites; and

- Attempt to lower positive urine drug screens for illicit substances for pregnant women served in this program by five percent (5%) through State Fiscal Year 2022, as reported by the Sites.

As referenced in Exhibit C-1 of the original contract, 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 nine (9) months of the one (1) available year remaining.

Should the Governor and Council not authorize this request, pregnant, postpartum, and parenting women in New Hampshire diagnosed with opioid use disorder and their infants and children may not receive the services and supports necessary to overcome their addiction, which could negatively affect the mothers' health as well as the health of their infants and children.

Area served: Statewide

Source of Funds: Assistance Listing #93.788, FAIN # H79TI083326.

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

Respectfully,

Lori A. Shibinette
Commissioner

19 mac

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 6, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing **Retroactive, Sole Source** contract with Bi-State Primary Care Association, Inc. (Vendor #166695-B001), Bow, NH to provide facilitation for integrated medication treatment for pregnant, postpartum and parenting women organizations by increasing the price limitation by $253,443 from $1,500,000 to $1,753,443 and by extending the completion date from September 30, 2020 to September 29, 2021 effective retroactive to September 30, 2020 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on November 6, 2019, (Item #10).

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, upon the availability and continued appropriation of funds in the future operating budget, 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.

05-95-92-920810-2559 HEALTH AND HUMAN SERVICES, BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL, STR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Program Services	92052559	$600,000	$0	$600,000
			Subtotal	*$600,000*	*$0*	*$600,000*

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Program Services	92057040	$600,000	$(443,055)	$156,945
2021	102-500731	Contracts for Program Services	92057040	$300,000	$0	$300,000
2021	102-500731	Contracts for Program Services	92057046		$522,374	$522,374
2022	102-500731	Contracts for Program Services	92057046		$174,124	$174,124
			Subtotal	*900,000*	*$263,443*	*$1,153,443*
			Total	$1,500,000	$263,443	$1,763,443

EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred. This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Contractor was identified as the organization for this scope of work based on its role and well-established professional and technical assistance relationships with the State's Federally Qualified Health Centers and hospitals, which allows services to be established quickly and efficiently in the targeted geographic areas.

The purpose of this request is to continue facilitating the participation of Federally Qualified Health Centers and hospitals to provide medication assisted treatment and an array of necessary supports to pregnant, postpartum, and parenting women diagnosed with opioid use disorder. The Contractor shall continue to support at least five (5) Federally Qualified Health Centers and/or hospitals to increase their capacity to provide and to deliver comprehensive integrated Medication Assisted Treatment services and supports for pregnant, postpartum, and parenting women with opioid use disorder, along with their newborn and infant children.

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

In addition to continuing the facilitation of the expansion of medication assisted treatment services and supports for the target population, the Contractor will collaborate with local and regional networks, including the Doorways to align services.

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

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

As referenced in Exhibit C-1 of the original contract, 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 (1) year of the two (2) years available.

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

Area served: Statewide.

Source of Funds: 100% Federal Funds. CFDA #93.788, FAIN TI081685.

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

Respectfully submitted,

Lori Weaver for

Lori A. Shibinette
Commissioner

OCT 24 '19 PM 2:47 DAS 10 Mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9445 1-800-852-3345 Ext. 9445
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

October 22, 2019

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

REQUESTED ACTION

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

Funds to support this request are available in the following account(s) for State Fiscal Years (SFY) 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner