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Lori A. Weaver
Interim 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

April 12, 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, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing contract with Greater Seacoast Community Health (VC# 166629-B001), Somersworth, NH, for Family Support Coordinator services, by exercising a contract renewal option, by increasing the price limitation by \$110,000 from \$225,000 to \$335,000 and extending the completion date from June 30, 2023 to June 30, 2024, effective July 1, 2023, upon Governor and Council approval. 100% Other Funds (Governor's Commission Funds).

The original contract was approved by Governor and Council on January 22, 2021, item #23, as amended with Governor and Council approval on May 18, 2022, item #23.

Funds are anticipated to be available in the following account for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92058501	\$75,000	\$0	\$75,000
2022	102-500731	Contracts for Prog Svc	92058501	\$75,000	\$0	\$75,000
2023	102-500731	Contracts for Prog Svc	92058501	\$75,000	\$0	\$75,000
2024	102-500731	Contracts for Prog Svc	92058501	\$0	\$110,000	\$110,000
			Total	\$225,000	\$110,000	\$335,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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EXPLANATION

The purpose of this request is for the Contractor to continue providing family support group coordination services for families of individuals with Substance Use Disorders (SUD) and/or co-occurring mental health disorders. In addition, the Contractor will increase staffing through additional funding in this request.

The Contractor will continue to coordinate family support group facilitator trainings, statewide, and assess the family support group network to identify areas where new or additional family support groups are needed by identifying locations of current groups by Regional Public Health Network (RPHN) region. In addition, the Contractor will recruit for a Family Support Services Facilitator.

Approximately 1600 individuals will be served from July 1, 2023 through June 30, 2024.

The Contractor will continue to provide training and support for family support services group facilitators to organize and facilitate groups for individuals with loved ones who struggle with substance misuse. Services include substance misuse education, access to resources to assist with substance misuse and related needs, and peer-to-peer support and mentoring. These services help participants to increase their knowledge of substance misuse, individual and family resiliency, skills for supporting loved ones with a substance use disorder, and the ability to contribute to their families and communities as a whole.

The Department will continue to monitor Contractor performance to ensure increased access to family support groups as measured by the number of support groups and number of NH residents served.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its renewal option to renew for one (1) year of the remaining three (3) years available.

Should the Governor and Council not authorize this request, the availability of family support services groups will decrease, potentially resulting in lower individual resiliency and community contribution. In addition, the ability to help individuals who misuse substances to access necessary services will decrease. Substance misuse may consequently continue for longer than it otherwise would have, increasing the social, emotional, physical, and financial impacts of stress and trauma for both the individuals who are misusing substances and their loved ones.

Area served: Statewide.

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. Weaver
Interim Commissioner

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

This Amendment to the Family Support Coordinator Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Greater Seacoast Community Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 22, 2021 (Item #23), as amended on May 18, 2022 (Item #23), 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 17, and Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$335,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit C – Payment Terms, Section 2, to read:
 2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-4, Amendment #2, Budget.
5. Add Exhibit C-4, Amendment #2, Budget, 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 July 1, 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

4/19/2023

Date

DocuSigned by:
Katja S. Fox
EP0005804C83442

Name: Katja S. Fox
Title: Director

Greater Seacoast Community Health

4/13/2023

Date

DocuSigned by:
Janet Laatsch
487F170DD2E74E0...

Name: Janet Laatsch
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/2/2023

Date

DocuSigned by:
Robyn Guarino
748734844941460...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: RFP-2021-BDAS-08-FAMIL-01-A02 - Family Support Group Coordinator Services
(Name of RFP)

Budget Period: 7/1/23 - 6/30/24

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 61,568.00	\$ 6,156.80	\$ 67,724.80				\$ 61,568.00	\$ 6,156.80	\$ 67,724.80
2. Employee Benefits	\$ 12,929.28	\$ 1,292.93	\$ 14,222.21				\$ 12,929.28	\$ 1,292.93	\$ 14,222.21
3. Consultants	\$ 800.00		\$ 800.00				\$ 800.00		\$ 800.00
4. Equipment:									
Rental	\$ 500.00	\$ 50.00	\$ 550.00				\$ 500.00	\$ 50.00	\$ 550.00
Repair and Maintenance	\$ 25.00	\$ 2.50	\$ 27.50				\$ 25.00	\$ 2.50	\$ 27.50
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:									
Educational	\$ 600.00	\$ 60.00	\$ 660.00				\$ 600.00	\$ 60.00	\$ 660.00
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00				\$ 1,000.00	\$ 100.00	\$ 1,100.00
6. Travel	\$ 1,800.00	\$ 180.00	\$ 1,980.00				\$ 1,800.00	\$ 180.00	\$ 1,980.00
7. Occupancy	\$ 3,600.00	\$ 360.00	\$ 3,960.00				\$ 3,600.00	\$ 360.00	\$ 3,960.00
8. Current Expenses									
Telephone	\$ 900.00	\$ 90.00	\$ 990.00				\$ 900.00	\$ 90.00	\$ 990.00
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ 100.00	\$ 1,100.00				\$ 1,000.00	\$ 100.00	\$ 1,100.00
11. Staff Education and Training	\$ 3,441.36	\$ 344.14	\$ 3,785.50				\$ 3,441.36	\$ 344.14	\$ 3,785.50
12. Subcontracts/Agreements	\$ 12,000.00		\$ 12,000.00				\$ 12,000.00		\$ 12,000.00
13. Other (Meeting Expenses):	\$ 1,000.00	\$ 100.00	\$ 1,100.00				\$ 1,000.00	\$ 100.00	\$ 1,100.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 101,163.64	\$ 8,836.36	\$ 110,000.00	\$ -	\$ -	\$ -	\$ 101,163.64	\$ 8,836.36	\$ 110,000.00

Indirect As A Percent of Direct

8.7%

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 GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. 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: 65587

Certificate Number: 0005877394



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of September A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jennifer Glidden, Chair, of Greater Seacoast Community Health hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Greater Seacoast Community Health.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 23, 2023 at which a quorum of the Directors/shareholders were present and voting.

VOTED: the Janet Laatsch

Is duly authorized on behalf of Greater Seacoast Community Health to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and amendments, revisions, or modifications thereto, which may in his/her judgement be desirable or necessary to effect the purpose of this vote.

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

Dated:
3/22/2023

DocuSigned by:

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Jennifer Glidden
Chair

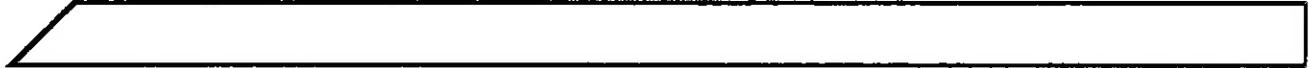
Goodwin
Community Health

Families
First

Lilac City
Pediatrics

Our mission

To deliver innovative, compassionate, integrated health services and support that are accessible to all in our community, regardless of ability to pay.



GREATER SEACOAST COMMUNITY HEALTH

Goodwin
Community Health

Families
First

Lilac City
Pediatrics

FINANCIAL STATEMENTS

and

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

December 31, 2021 and 2020

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Greater Seacoast Community Health

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Greater Seacoast Community Health (the Organization), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of December 31, 2021 and 2020, and the results of its operations, changes in its net assets, and its 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 Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 financial statements that are free from material misstatement, whether due to fraud or error.

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

Board of Directors
Greater Seacoast Community Health
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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the 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 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 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 financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

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

Board of Directors
Greater Seacoast Community Health
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Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the 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 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 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 May 23, 2022 on our consideration of the Organization'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 Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
May 23, 2022

GREATER SEACOAST COMMUNITY HEALTH

Balance Sheets

December 31, 2021 and 2020

ASSETS

	<u>2021</u>	<u>2020</u>
Current assets		
Cash and cash equivalents	\$ 9,428,603	\$ 8,238,071
Patient accounts receivable	946,289	898,514
Grant and other receivables	826,005	1,149,771
Pledges receivable	379,166	289,104
Inventory	84,243	134,597
Other current assets	<u>80,195</u>	<u>156,514</u>
Total current assets	11,744,501	10,866,571
Investments	2,248,099	1,997,275
Pledges receivable, less of current pledges	-	135,333
Assets limited as to use	1,513,872	1,361,054
Property and equipment, net	<u>6,763,858</u>	<u>5,938,040</u>
Total assets	<u>\$ 22,270,330</u>	<u>\$20,298,273</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 499,922	\$ 283,102
Accrued payroll and related expenses	1,123,883	955,457
Patient deposits	171,291	152,926
Deferred revenue	219,339	116,450
Provider Relief Funds refundable advance	-	221,102
Paycheck Protection Program refundable advance	-	1,479,000
Current maturities of long-term debt	<u>27,925</u>	<u>27,304</u>
Total current liabilities	2,042,360	3,235,341
Long-term debt, less current maturities	<u>233,911</u>	<u>261,836</u>
Total liabilities	<u>2,276,271</u>	<u>3,497,177</u>
Net assets		
Without donor restrictions	16,051,868	13,990,441
With donor restrictions	<u>3,942,191</u>	<u>2,810,655</u>
Total net assets	<u>19,994,059</u>	<u>16,801,096</u>
Total liabilities and net assets	<u>\$22,270,330</u>	<u>\$20,298,273</u>

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

GREATER SEACOAST COMMUNITY HEALTH

Statements of Operations

Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Operating revenue and support		
Net patient service revenue	\$12,147,244	\$11,793,485
Grants, contracts, and contributions	9,502,562	9,317,881
Provider Relief Fund	221,102	-
Paycheck Protection Program	1,479,000	-
Other operating revenue	476,334	448,537
Net assets released from restriction for operations	<u>193,959</u>	<u>171,899</u>
Total operating revenue and support	<u>24,020,201</u>	<u>21,731,802</u>
Operating expenses		
Salaries and wages	13,671,440	12,571,717
Employee benefits	2,524,515	2,255,496
Contracted services	1,075,563	985,228
Program supplies	1,980,697	1,519,931
Information technology	641,007	755,828
Occupancy	820,794	786,296
Other	1,326,186	1,276,901
Depreciation	307,683	286,651
Interest expense	<u>6,225</u>	<u>3,111</u>
Total operating expenses	<u>22,354,110</u>	<u>20,441,159</u>
Operating income	<u>1,666,091</u>	<u>1,290,643</u>
Other revenue		
Investment income	92,870	50,806
Change in fair value of investments	<u>134,629</u>	<u>166,963</u>
Total other revenue	<u>227,499</u>	<u>217,769</u>
Excess of revenue over expenses	1,893,590	1,508,412
Grants received for capital acquisition	167,837	69,701
Net assets released from restriction for capital acquisition	<u>-</u>	<u>32,969</u>
Increase in net assets without donor restrictions	<u>\$ 2,061,427</u>	<u>\$ 1,611,082</u>

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

GREATER SEACOAST COMMUNITY HEALTH

Statements of Changes in Net Assets

Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Net assets without donor restrictions		
Excess of revenue over expenses	\$ 1,893,590	\$ 1,508,412
Grants received for capital acquisition	167,837	69,701
Net assets released from restriction for capital acquisition	<u>-</u>	<u>32,969</u>
Increase in net assets without donor restrictions	<u>2,061,427</u>	<u>1,611,082</u>
Net assets with donor restrictions		
Contributions	1,127,393	1,098,894
Investment income	44,850	28,158
Change in fair value of investments	153,252	129,596
Net assets released from restriction for operations	(193,959)	(171,899)
Net assets released from restriction for capital acquisition	<u>-</u>	<u>(32,969)</u>
Increase in net assets with donor restrictions	<u>1,131,536</u>	<u>1,051,780</u>
Change in net assets	3,192,963	2,662,862
Net assets, beginning of year	<u>16,801,096</u>	<u>14,138,234</u>
Net assets, end of year	<u>\$19,994,059</u>	<u>\$16,801,096</u>

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

GREATER SEACOAST COMMUNITY HEALTH

Statements of Cash Flows

Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ 3,192,963	\$ 2,662,862
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	307,683	286,651
Change in fair value of investments	(287,881)	(296,559)
Grants and contributions for long-term purposes	(1,859,630)	(1,144,139)
Decrease (Increase) in		
Patient accounts receivable	(47,775)	196,741
Grant and other receivables	323,766	(386,288)
Pledges receivable	700	29,425
Inventory	50,354	(34,169)
Other current assets	76,319	(103,372)
Increase (decrease) in		
Accounts payable and accrued expenses	216,820	82,653
Accrued payroll and related expenses	168,426	(244,255)
Patient deposits	18,365	15,687
Deferred revenue	102,889	69,822
Provider Relief Funds refundable advance	(221,102)	221,102
Paycheck Protection Program refundable advance	<u>(1,479,000)</u>	<u>1,479,000</u>
Net cash provided by operating activities	<u>562,897</u>	<u>2,835,161</u>
Cash flows from investing activities		
Capital acquisitions	(1,133,501)	(440,161)
Proceeds from sale of investments	78,398	683,784
Purchase of investments	<u>(194,159)</u>	<u>(749,704)</u>
Net cash used by investing activities	<u>(1,249,262)</u>	<u>(506,081)</u>
Cash flows from financing activities		
Grants and contributions for long-term purposes	1,904,201	723,902
Proceeds from long-term debt	-	300,000
Payments on long-term debt	<u>(27,304)</u>	<u>(10,860)</u>
Net cash provided by financing activities	<u>1,876,897</u>	<u>1,013,042</u>
Net increase in cash and cash equivalents	1,190,532	3,342,122
Cash and cash equivalents, beginning of year	<u>8,238,071</u>	<u>4,895,949</u>
Cash and cash equivalents, end of year	<u>\$ 9,428,603</u>	<u>\$ 8,238,071</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 6,225	\$ 3,111

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

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2021 and 2020

Organization

Greater Seacoast Community Health (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC), providing fully integrated medical, behavioral, oral health, recovery services and social support for underserved populations. The Organization is a network of community health centers, which includes Families First Health & Support Center, Goodwin Community Health, and Lilac City Pediatrics, providing healthcare services to individuals living within the greater seacoast area.

1. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the 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 Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

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

Use of Estimates

The preparation of 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 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

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the Organization 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. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2021 and 2020

COVID-19

In March 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. In adhering to guidelines issued by the Centers for Disease Control and Prevention, the Organization took steps to create safe distances between both staff and patients. All providers received the necessary equipment to allow for medical and behavioral health visits using telehealth. Dental operations were curtailed for a period of time in 2020 and resumed operations at reduced levels which subsequently returned to more normal operations during 2021.

The Organization received distributions totaling \$221,102 from the Provider Relief Fund (PRF), a fund established to support healthcare providers in responding to the COVID-19 outbreak, in 2020. The PRF is being administered by the U.S. Department of Health and Human Services (HHS) and is to be used for qualifying expenses and to cover lost revenue due to COVID-19 through June 30, 2021. The PRF is considered a conditional contribution and is recognized as income when qualifying expenditures or lost revenues have been incurred. Unexpended funds are reported as refundable advances on the balance sheet as of December 31, 2020. The Organization identified qualifying expenditures \$221,102 during the year ended December 31, 2021.

The Organization qualified for and received a loan in the amount of \$1,479,000 from the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA). The principal amount of the PPP was subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Organization during a specific covered period. The PPP is considered a conditional contribution and is recognized as income when qualifying expenditures have been incurred and management has determined the conditions of forgiveness have substantially been met. The PPP was fully forgiven by the SBA and the lender on September 17, 2021.

The various COVID-19 programs are complex and subject to interpretation. The programs may be subject to future investigation by governmental agencies. Any difference between amounts previously recognized and amounts subsequently determined to be recoverable or payable are adjusted in future periods as adjustments become known.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2021 and 2020

Revenue Recognition and Patient Accounts Receivable

Net patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payers (including commercial insurers and governmental programs). Generally, the Organization bills the patients and third-party payers several days after the services are performed. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations for medical, dental and ancillary services from the commencement of an encounter with a patient to the completion of the encounter. Ancillary services provided the same day as the encounter are considered to be part of the performance obligation and are not deemed to be separate performance obligations. Contract pharmacy services are measured when the prescription is dispensed to the patient as reported by the pharmacy administrator. The Organization's performance obligations are satisfied at a point in time.

The Organization determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payers, discounts provided to uninsured patients in accordance with the Organization's sliding fee discount program, and implicit price concessions provided to uninsured patients. The Organization determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Organization determines its estimate of implicit price concessions based on its historical collection experience.

Consistent with the Organization's mission and FQHC designation, care is provided to patients regardless of their ability to pay. Therefore, the Organization has determined it has provided implicit price concessions to uninsured patients and patients with other uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and amounts the Organization expects to collect based on its collection history with those patients.

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payer. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payer or group of payers will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. Payer concentrations are disclosed in Note 9.

The Organization bills the patients and third-party payers several days after the services are performed. A summary of payment arrangements follows:

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Medicare

The Organization is primarily reimbursed for medical, behavioral health and ancillary services provided to patients based on the lesser of actual charges or prospectively set rates for all FQHC services furnished to a Medicare beneficiary on the same day when an FQHC furnishes a face-to-face or virtual visit. Certain other services provided to patients are reimbursed based on predetermined payment rates for each Current Procedural Terminology (CPT) code, which may be less than the Organization's public fee schedule.

Medicaid

The Organization is primarily reimbursed for medical, behavioral health and ancillary services provided to patients based on prospectively set rates for all FQHC services furnished to a Medicaid beneficiary on the same day when an FQHC furnishes a face-to-face or virtual visit. Certain other services, including dental services, provided to patients are reimbursed based on predetermined payment rates for each CPT code, which may be less than the Organization's public fee schedule.

Other Payers

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed for services based on contractually obligated payment rates for each CPT code, which may be less than the Organization's public fee schedule.

Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount program. The Organization estimates the costs associated with providing this care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount program. The estimated cost of providing services to patients under the Organization's sliding fee discount program was approximately \$1,066,556 and \$1,050,470 for the years ended December 31, 2021 and 2020, respectively. The Organization is able to provide these services with a component of funds received through federal and state grants and local support.

For uninsured patients who do not qualify under the Organization's sliding fee discount program, the Organization bills the patient based on the Organization's standard rates for services provided. Patient balances are typically due within 30 days of billing; however, the Organization does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

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340B Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization contracts with local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. The Organization purchases drugs at a reduced price to replenish the contract pharmacies for the drugs they dispense to the Organization's patients. The contract pharmacies remit the payments they receive to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions which would reduce the transaction price. The Organization recognizes revenue in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable at January 1, 2020 were \$1,095,255.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The accounts receivable from patients and third-party payers, net of contractual allowances, were as follows:

	<u>2021</u>	<u>2020</u>
Governmental plans		
Medicare	8 %	7 %
Medicaid	34 %	29 %
Commercial payers	36 %	45 %
Patient	22 %	19 %
Total	100 %	100 %

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Notes to Financial Statements

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Grant and Other Receivables, and Deferred Revenue

Grant and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

The Organization receives a significant amount of grants from HHS. For the years ended December 31, 2021 and 2020, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 67% and 64%, respectively, of the total of Grants, contracts, and contributions and Provider Relief Fund.

A portion of the Organization'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 Organization has met the performance requirements or incurred expenditures in compliance with specific contract or grant provisions, as applicable. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue.

The Organization has been awarded cost reimbursable grants from HHS that have not been recognized at December 31, 2021 because qualifying expenditures have not yet been incurred as follows:

	<u>Amount</u>	<u>Available Through</u>
Health Center Program	\$ 1,264,569	April 30, 2022
Integrated Behavioral Health Services	111,333	April 30, 2022
Health Center Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding	44,478	March 31, 2023
FY 2020 Expanding Capacity for Coronavirus Testing	60,863	April 30, 2023
Expanded Medication Assisted Treatment for Vulnerable Populations	146,190	September 30, 2022
American Rescue Plan Act Funds	<u>2,744,237</u>	March 31, 2023
Total HHS grant funds available	<u>\$ 4,371,670</u>	

The Organization also was awarded a Health Center Infrastructure Support capital grant in the amount of \$675,263, which is available for use for approved capital projects through September 14, 2024. The Organization intends to use the majority of this grant for the alteration/renovation of the Organization's Somersworth, New Hampshire facility to accommodate the expansion of primary care and behavioral health care.

Inventory

Inventory consists primarily of pharmaceuticals and is stated at the lower of cost or retail. Cost is determined on the first-in, first-out method.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

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Investments and Assets Limited as to Use

Assets limited as to use include investments held for others and donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 8.

The Organization reports investments at fair value. Investments include donor endowment funds and assets held for long-term purposes. Accordingly, investments have been classified as non-current assets in the accompanying balance sheets regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and losses section of the statements of operations. The election was made because the Organization believes reporting the activity in a single performance indicator provides a clearer measure of the investment performance. Accordingly, investment income and the change in fair value are included in the excess (deficiency) of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. 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 balance sheets.

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. Property and equipment costing less than \$5,000 is charged to expense upon purchase.

Patient Deposits

Patient deposits primarily consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

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 the 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 statements of operations as net assets released from restriction.

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The Organization reports gifts of property and equipment as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through May 23, 2022, which is the date the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and investments.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, were as follows at December 31:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 9,428,603	\$ 8,238,071
Investments	2,248,099	1,997,275
Patient accounts receivable	946,289	898,514
Grant and other receivables	826,005	1,149,771
Less donor restricted assets	<u>(451,518)</u>	<u>(448,711)</u>
Financial assets available for current use	<u>\$12,997,478</u>	<u>\$11,834,920</u>

The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 156 and 149 at December 31, 2021 and 2020, respectively. The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration (commonly known as HRSA) recommended days cash and cash equivalents on hand for operations of 30 days.

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3. Pledges Receivable

Pledges receivable are restricted for capital projects and are due as follows:

	<u>2021</u>	<u>2020</u>
Less than one year	\$ 379,166	\$ 289,104
One to five years	<u>-</u>	<u>135,333</u>
Total	\$ <u>379,166</u>	\$ <u>424,437</u>

4. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

	<u>2021</u>	<u>2020</u>
Long-term investments	\$ 2,248,099	\$ 1,997,275
Assets limited as to use	<u>1,513,872</u>	<u>1,361,054</u>
Total investments	\$ <u>3,761,971</u>	\$ <u>3,358,329</u>

Assets limited as to use are restricted for the following purposes:

	<u>2021</u>	<u>2020</u>
Assets held in trust under Section 457(b) deferred compensation plans	\$ 57,391	\$ 44,809
Assets with donor restrictions	<u>1,456,481</u>	<u>1,316,245</u>
Total	\$ <u>1,513,872</u>	\$ <u>1,361,054</u>

Fair Value of Financial Instruments

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.

U.S. GAAP 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.

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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 following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	Investments at Fair Value as of December 31, 2021			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 125,737	\$ -	\$ -	\$ 125,737
Municipal bonds	-	158,269	-	158,269
Exchange traded funds	1,359,909	-	-	1,359,909
Mutual funds	<u>2,118,056</u>	-	-	<u>2,118,056</u>
Total investments	<u>\$ 3,603,702</u>	<u>\$ 158,269</u>	<u>\$ -</u>	<u>\$ 3,761,971</u>

	Investments at Fair Value as of December 31, 2020			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 374,694	\$ -	\$ -	\$ 374,694
Municipal bonds	-	165,125	-	165,125
Exchange traded funds	506,873	-	-	506,873
Mutual funds	<u>2,311,637</u>	-	-	<u>2,311,637</u>
Total investments	<u>\$ 3,193,204</u>	<u>\$ 165,125</u>	<u>\$ -</u>	<u>\$ 3,358,329</u>

Municipal bonds are valued based on quoted market prices of similar assets.

5. Property and Equipment

Property and equipment consisted of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 718,427	\$ 718,427
Building and improvements	5,949,854	5,943,273
Leasehold improvements	179,963	327,532
Furniture, fixtures, and equipment	2,864,516	2,734,113
Construction in progress	<u>1,152,081</u>	<u>269,161</u>
Total cost	10,864,841	9,992,506
Less accumulated depreciation	<u>4,100,983</u>	<u>4,054,466</u>
Property and equipment, net	<u>\$ 6,763,858</u>	<u>\$ 5,938,040</u>

Construction in progress primarily relates to the Organization's portion of costs associated with the build of a new facility in Portsmouth, New Hampshire, which is being constructed by another party and will be leased to the Organization. The Organization's total share of the project costs was \$1,040,000, plus furniture and equipment and was completed in February 2022.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

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Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

6. Long-Term Debt

Long-term debt consists of the following at December 31:

	<u>2021</u>	<u>2020</u>
2.25% promissory note payable to New Hampshire Health and Education Facilities Authority through July 2030, paid in monthly installments of \$2,794, including interest. Note is uncollateralized.	\$ 261,836	\$ 289,140
Less current portion	<u>27,925</u>	<u>27,304</u>
Long-term debt, less current portion	\$ <u>233,911</u>	\$ <u>261,836</u>

Maturities of long-term debt for the next five years are as follows at December 31:

2022	\$ 27,925
2023	28,560
2024	29,209
2025	29,873
2026	30,552
Thereafter	<u>115,717</u>
Total	\$ <u>261,836</u>

7. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at December 31:

	<u>2021</u>	<u>2020</u>
Specific purpose (temporary in nature)		
Program services	\$ 451,518	\$ 448,711
Construction of new facility	1,655,026	621,232
Pledges receivable for construction of new facility	375,666	420,267
Passage of time (temporary in nature)		
Pledges receivable	3,500	4,200
Earnings from endowment investments	586,803	446,567
Held in perpetuity (permanent in nature)		
Endowment	<u>869,678</u>	<u>869,678</u>
Total	\$ <u>3,942,191</u>	\$ <u>2,810,655</u>

GREATER SEACOAST COMMUNITY HEALTH

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Net assets released from net assets with donor restrictions were as follows at December 31:

	<u>2021</u>	<u>2020</u>
Satisfaction of purpose - program services	\$ 39,143	\$ 48,514
Satisfaction of purpose - purchase of capital assets	-	32,969
Passage of time - pledges receivable	96,950	54,586
Passage of time - endowment earnings	<u>57,866</u>	<u>68,799</u>
 Total	 <u>\$ 193,959</u>	 <u>\$ 204,868</u>

8. Endowments

Interpretation of Relevant Law

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2021 and 2020

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration (underwater). In the event the endowment becomes underwater, it is the Organization's policy to not appropriate expenditures from the endowment assets until the endowment is no longer underwater. There were no such deficiencies as of December 31, 2021 and 2020.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The Organization's endowment consists of assets with donor restrictions only and had the following related activities at December 31:

	<u>2021</u>	<u>2020</u>
Endowments, beginning of year	\$ 1,316,245	\$ 1,585,562
Investment income	44,850	28,158
Change in fair value of investments	153,252	129,596
Spending policy appropriations	(57,866)	(68,799)
Reclassification due to change in purpose restriction	<u>-</u>	<u>(358,272)</u>
Endowments, end of year	<u>\$ 1,456,481</u>	<u>\$ 1,316,245</u>

During 2020, the Organization petitioned for and received approval for a change in the intent of one of the Organization's endowment donations so the funds can be used to offset costs associated with the construction of a new facility in Portsmouth, New Hampshire. As a result, the endowment principal was reclassified from net assets with donor restrictions to be held in perpetuity to net assets with donor restrictions with specific purposes.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

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10. Functional Expense

The Organization provides various services to residents within its geographic location. Given the Organization is a service organization, expenses are allocated between healthcare, administrative and support and fundraising services based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature. Expenses related to providing these services are as follows:

	<u>Healthcare Services</u>	<u>Administrative and Support Services</u>	<u>Fundraising Services</u>	<u>Total</u>
2021				
Salaries and wages	\$ 11,626,356	\$ 1,589,462	\$ 455,622	\$ 13,671,440
Employee benefits	2,146,878	293,504	84,133	2,524,515
Contracted services	901,023	165,775	8,765	1,075,563
Program supplies	1,980,697	-	-	1,980,697
Information technology	545,120	74,524	21,363	641,007
Occupancy	698,013	95,427	27,354	820,794
Other	1,127,805	154,183	44,198	1,326,186
Depreciation	261,657	35,772	10,254	307,683
Interest expense	<u>5,294</u>	<u>724</u>	<u>207</u>	<u>6,225</u>
Total	<u>\$ 19,292,843</u>	<u>\$ 2,409,371</u>	<u>\$ 651,896</u>	<u>\$ 22,354,110</u>
	<u>Healthcare Services</u>	<u>Administrative and Support Services</u>	<u>Fundraising Services</u>	<u>Total</u>
2020				
Salaries and wages	\$ 10,678,936	\$ 1,479,752	\$ 413,029	\$ 12,571,717
Employee benefits	1,915,912	265,482	74,102	2,255,496
Contract services	787,581	186,356	11,291	985,228
Program supplies	1,519,931	-	-	1,519,931
Information technology	642,032	88,964	24,832	755,828
Occupancy	667,912	92,551	25,833	786,296
Other	1,084,652	150,297	41,952	1,276,901
Depreciation	243,493	33,740	9,418	286,651
Interest expense	<u>2,643</u>	<u>366</u>	<u>102</u>	<u>3,111</u>
Total	<u>\$ 17,543,092</u>	<u>\$ 2,297,508</u>	<u>\$ 600,559</u>	<u>\$ 20,441,159</u>

11. Retirement Plans

The Organization has a defined contribution plan under IRC Section 401(k) that covers substantially all employees. For the years ended December 31, 2021 and 2020, the Organization contributed \$222,748 and \$211,632, respectively, to the plan.

GREATER SEACOAST COMMUNITY HEALTH**Notes to Financial Statements****December 31, 2021 and 2020**

The Organization has established an unqualified deferred compensation plan under IRC Section 457(b) for certain key employees of the Organization. The Organization did not contribute to the plan during the year ended December 31, 2021. The balance of the deferred compensation plan amounted to \$57,391 and \$44,809 at December 31, 2021 and 2020, respectively.

12. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of December 31, 2021, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

13. Lease Commitments

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases, including the lease for the new Portsmouth facility which was occupied in February 2022, are as follows:

2022	\$	692,777
2023		494,060
2024		401,261
2025		364,805
2026		360,167
Thereafter		<u>2,399,601</u>
Total	\$	<u>4,712,671</u>

Rental expense amounted to \$362,612 and \$346,489 for the year ended December 31, 2021 and 2020, respectively.

14. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was \$1,323,285 and \$1,071,367 for the years ended December 31, 2021 and 2020, respectively. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

SUPPLEMENTARY INFORMATION

GREATER SEACOAST COMMUNITY HEALTH

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2021

Federal Grant/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures
<u>U.S. Department of Health and Human Services</u>			
<u>Direct</u>			
<i>Health Center Program Cluster</i>			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		\$ 1,015,530
COVID-19 Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		<u>1,145,830</u>
Total AL 93.224			2,161,360
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		<u>3,063,823</u>
Total Health Center Program Cluster			5,225,183
Affordable Care Act (ACA) Grants for Capital Development in Health Centers	93.526		3,301
COVID-19 Provider Relief Fund	93.498		221,102
<u>Direct</u>			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		387,416
<u>Pass-Through</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	102-500731/92052410	<u>65,117</u>
Total AL 93.243			452,533
<u>Pass-Through</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
Public Health Emergency Preparedness	93.069	102-500731/90077028 074-500589/90077028	46,089
Public Health Emergency Preparedness	93.069	102-500731/90077410	31,089
Public Health Emergency Preparedness	93.069	102-500731/90036000 102-500731/90004100	<u>4,082</u>
Total AL 93.069			81,260
Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	102-500731/90036000 102-500731/90004100	1,943
Immunization Cooperative Agreements	93.268	102-500731/90023010	12,728
Immunization Cooperative Agreements	93.268	102-500731/90023205	<u>31,463</u>
Total AL 93.268			44,191
COVID-19 Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	102-500731/90027027	22,585

The accompanying notes are an integral part of this schedule.

GREATER SEACOAST COMMUNITY HEALTH

Schedule of Expenditures of Federal Awards (Concluded)

Year Ended December 31, 2021

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Assistance Listing Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>
Promoting Safe and Stable Families	93.556	102-500734/42107306	14,122
Temporary Assistance for Needy Families	93.558	502-500891/45030206	116,599
Stephanie Tubbs Jones Child Welfare Services Program	93.645	102-500734/42106802	2,870
Social Services Block Grant	93.667	102-500731/93017858	14,706
Social Services Block Grant	93.667	102-500734/42106603	48,672
Total AL 93.667			63,378
National Bioterrorism Hospital Preparedness Program	93.889	102-500731/90077700 074-500589/90077700	12,822
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92057502	59,554
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92057504	29,592
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92058506	26,036
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/90001022	15,642
Total AL 93.959			130,824
Preventive Health and Health Services Block Grant	93.991	102-500731/92057502 074-500585/92057502	16,126
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080400	60,437
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90004009	11,013
Total AL 93.994			71,450
Total U.S. Department of Health and Human Services			6,480,289
<u>U. S. Department of Agriculture</u>			
<u>Pass-Through</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	102-500734	489,481
<u>U.S. Department of Housing and Urban Development</u>			
<u>Pass-Through</u>			
<i>City of Portsmouth New Hampshire</i>			
Community Development Block Grants/Entitlement Grants	14.218	n/a	10,125
<u>U.S. Federal Communications Commission</u>			
<u>Pass-Through</u>			
<i>Community Health Access Network</i>			
COVID-19 Telehealth Program	32.006	n/a	41,597
<u>U.S. Department of Homeland Security</u>			
<u>Pass-Through</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	102-500731/95010690 103-502507/95010690	174,253
Total Federal Awards, All Programs			<u>\$ 7,195,745</u>

The accompanying notes are an integral part of this schedule.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Schedule of Expenditures of Federal Awards

Year Ended December 31, 2021

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

Greater Seacoast Community Health (the Organization) has elected not 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 Organization. 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 Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.



**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
Greater Seacoast Community Health

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 financial statements of Greater Seacoast Community Health (the Organization), which comprise the balance sheet as of December 31, 2021, and the related statements of operations, changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 23, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

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

Board of Directors
Greater Seacoast Community Health

Report on Compliance and Other Matters

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

Purpose of this Report

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

Berry Dawn McNeil & Parker, LLC

Portland, Maine
May 23, 2022



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

Board of Directors
Greater Seacoast Community Health

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Greater Seacoast Community Health's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended December 31, 2021. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2021.

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

Responsibilities of Management for Compliance

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

Board of Directors
Greater Seacoast Community Health

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error; and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. 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 Organization's compliance with the requirements of the major federal program 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 Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

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

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2021-001. Our opinion on the major federal program is not modified with respect to this matter.

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Board of Directors
Greater Seacoast Community Health

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

Portland, Maine
May 23, 2022

GREATER SEACOAST COMMUNITY HEALTH

Schedule of Findings and Questioned Costs

Year Ended December 31, 2021

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

Health Center Program Cluster

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

GREATER SEACOAST COMMUNITY HEALTH

Schedule of Findings and Questioned Costs (Continued)

Year Ended December 31, 2021

Section 3. Federal Award Findings and Questioned Costs

Finding Number: 2021-001

Finding Type: Compliance - Special Tests and Provisions

Information on the Federal Program:

Program Name: Health Center Program Cluster (AL numbers 93.224 and 93.527)

Grant Award: 5 H80CS04210-16 from May 1, 2020 through April 30, 2021 and 5 H80CS04210-17 from May 1, 2021 through April 30, 2022

Agency: U.S. Department of Health and Human Services, Health Resources and Services Administration

Pass-Through Entity: N/A

Criteria:

In accordance with Section 330(k)(3)(G) of the PHS Act (42 U.S. Code § 254b), as an FQHC, the Organization must have a sliding fee discount program in which the Organization's fee schedule is discounted based on a patient's ability to pay.

Condition Found and Context:

The Organization has not applied sliding fee discounts to patient charges consistent with its sliding fee discount program. Through testing a statistically valid sample of transactions for the appropriate application of the Organization's sliding fee discount program to 25 individual patient balances, we noted the sliding fee discount applied was not consistent with the Organization's sliding fee discount policy for two dental patients. One patient qualified for a Category 2 discount based on income and family size but was awarded a Category 1 discount, which resulted in the patient paying \$82 less than required under the program. One patient had dental service which included an outside lab fee, which is not subject to discount, and received an incorrect discount due to a system error with the calculation of the lab fee resulting in the patient paying \$55 less than required under the program.

Cause and Effect:

The Organization has a complex dental sliding fee discount schedule which includes flat fee amounts for Category 1 patients and percentage discounts for the other discount categories as well as excluded outside lab fees. As a result of this complexity, the Organization has implemented monthly monitoring procedures which include the sampling of discounts provided to ensure the discounts were applied to patient accounts appropriately. The volume of discounts provided to patients annually does not allow for 100% review of all patient discounts and the inherent nature of sampling will not result in all errors will be identified and corrected. As a result, it is possible the Organization may not apply sliding fee discounts to patient charges consistent with its sliding fee discount program.

GREATER SEACOAST COMMUNITY HEALTH

Schedule of Findings and Questioned Costs (Concluded)

Year Ended December 31, 2021

Section 3. Federal Award Findings and Questioned Costs (Concluded)

Finding Number: 2021-001 (Concluded)

Questioned Costs: None

Repeat Finding: No

Recommendation: We recommend management review the complexity of the Organization's dental sliding fee discount schedule and consider whether modifications to the scale would better allow the billing system to correctly apply sliding fee discounts to dental patients without the need for staff correction. We also recommend management consider increasing the number of dental transactions reviewed as part of the Organization's internal monitoring procedures.

Views of a Responsible
Official and Corrective
Action Plan:

Management agrees with the finding and will review the dental sliding fee discount schedule and internal monitoring procedures for opportunities for improvement to increase compliance with the program requirements.

**Board of Directors
Calendar Year 2023**

Goodwin **Families** **Lilac City**
Community Health First Pediatrics

Name/Address	Occupation
<u>Chair</u> Jennifer Glidden Alton Bay, NH	USDA Program Specialist
<u>Vice Chair</u> Dennis Veilleux Portsmouth, NH	Accounting Manager Relyco
<u>Board Treasurer</u> Jim Sepanski Hampton, NH	Financial Executive
<u>Board Secretary</u> David B. Staples, DDS Dover, NH	Retired Dentist
Laura Belsky Portsmouth, NH	Retired Nurse
Andrea Borowiecki Portsmouth, NH	Rockland Trust
Jody Hoffer Gittell Portsmouth, NH	Professor
Valerie Goodwin York Harbor, ME	Retired Business
Abigail Sykas Karoutas Dover, NH	Attorney Cleveland, Waters and Bass
Allison Neal Barrington, NH	Education Consultant
Allison Mulligan Dover, NH	Consultant
Christine Perkins Somersworth, NH	CPA Wipfli
Kathy Scheu North Hampton, NH	Medical/Laboratory Product Sales
Jeffrey Segil, MD Dover, NH	Physician-OB/GYN WDH

JANET M. LAATSCH

Objective: To utilize my leadership skills to create a dynamic, sustainable non-profit organization.

WORK EXPERIENCE:

Greater Seacoast Community Health, 2018-Present
Somersworth, Portsmouth, Rochester, NH
Chief Executive Officer

Accomplishments:

- Successful merger of two FQHC's and one private practice in 2018
- Secured a new location for Portsmouth by 6/30/21
- Improved sustainability of the Portsmouth and Rochester locations
- Increased retention rate to 98% in 2019 and 2020

Goodwin Community Health (GCH), 2005-2018
Somersworth, NH
Chief Executive Officer

Accomplishments:

- Successfully retained all Directors and Physicians
- Built relationships with donors, foundations, local and state representatives and other non-profit and for-profit organizations
- Retention of an active Board of Directors
- Improvement of patient outcomes
- Successfully implemented mental health integration program
- Successfully acquired a for-profit mental health organization
- Developed a new partnership with Noble High School
- Developed a new partnership with Southeastern NH Services
- Obtained new grant funding of over \$7.0 million
- Expansion of donor base
- Development of a corporate compliance program
- Merged the public health and safety council under AGCHC

Responsibilities:

- Oversight of operations, finance, personnel and fund development
- Grant writing and donor development
- New business development
- Compliance with all federal and state regulations
- Build relationships and partnerships locally and statewide
- Strategic planning
- Report directly to the Board of Directors

Finance Director 2002-2005

Accomplishments:

- Brought in over \$3.0 million in grant funds for the organization
- Obtained Federally Qualified Health Center status in 2004
- Designed and implemented a successful new dental program

- Achieved a financial surplus annually
- Responsibilities:**
- Responsible for all financial transactions, billing, collections, patient accounts
 - Strategic planning as it relates to capital funding
 - Budget development, cost/benefit analysis of existing programs and potential new programs
 - Development and implementation of an annual development plan
 - Research, write, submit and provide follow-up reports for grant funds
 - Oversee human resource functions of the organization

Grant Writer/Per Diem Nurse 2001-2002

**Grant Writing Services,
N. Hampton, NH
Sole Proprietor** 1999-2001

Accomplishments:

- Successfully researched and submitted grants for health and educational organizations totaling over \$150k

Responsibilities:

- Research private, industry, state and federal funds for non-profit organizations

North Shore Medical Center (Partners Health Care) 1991-1999
Salem, MA

**Acting Chief Operations Officer for the
North Shore Community Health Center** 1997-1999

Accomplishments:

- Successfully submitted their competitive Federal grant and other state grants
- Recruited a medical director and re-negotiated existing provider contracts to include productivity standards
- Re-designed operations to improve productivity
- Incorporated the hospital's medical residency program into the Health Center
- Achieved a financial surplus for the first time in five years
- Developed a quality improvement program and framework

Responsibilities:

- Placed at the Health Center by the North Shore Medical Center to revamp operations and improve the cash flow for the organization
- Reported directly to the Board of Directors

EDUCATION:

University of New Hampshire: M.B.A.
Durham, N.H. Concentration in Finance 1991

Northern Michigan University: B.S.N.
Marquette, M.I. Minor in Biology 1981

LICENSES/CERTIFICATES:

Real Estate Broker
N.H. Nursing License

PROFESIONAL:

Member of the National Association of Community Health Centers
Previous Board member of the United Way of the Greater Seacoast
Treasurer for the Health and Safety Council of Strafford County
Board member of the Community Health Network Access (CHAN)
Board member of the Rochester Rotary, slotted for President in 2011

Erin E. Ross

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

Education

September 1998 – May 2002 **Bachelor of Science in Health Management & Policy**
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

July 2011 – Present **Chief Financial Officer**
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2006 – June 2011 **Service Expansion Director**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006 **Site Manager, Dover Location & Front Office Manager**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010 **Dental Coordinator**
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.

- Coordinate grant fund requirements to multiple agencies on a quarterly basis.
- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

Administrative Assistant to Medical Director

Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004

Billing Associate

Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002

Billing Associate

Automated Medical Systems

Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002

Building Manager

Memorial Union Building – UNH

Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

JOHN BURNS

EXPERIENCE

Chief Recovery Officer, Greater Seacoast Community Health Director, SOS Recovery Community Organization

Nov 2016-Present

- Serve as officer overseeing recovery supports for 3 federally qualified health centers including: Goodwin Community Health, Families First Health Centers and Lilac Pediatrics.
- Director of SOS Recovery Community Organization overseeing day to day operations and strategic direction of 3 recovery community centers.
- Supervise and Manage all operations and a staff of 20
- Oversight and development of the strategic plan.
- Fiscal management of the operational budget that has increased from \$220,000 per year to over \$1,200,000 in less than 4 years.
- Oversee and coordinate programming and volunteer efforts.
- Grant writing and oversight of strategic development efforts.
- Has implemented new programs unique to the recovery community in both Strafford County including a 24/7 recovery coaching contract with Wentworth Douglass Hospital.
- Implemented one of the states largest criminal justice recovery based programs with "Peer-Strength" being operated in Strafford County, Rockingham County, Coos County and Cheshire County, NH.
- Implementing first NH Law Enforcement Assisted Diversion (LEAD) in Dover and Farmington, NH

Director, Safe Harbor Recovery Center Granite Pathways & Fedcap Rehabilitation Services

June 2016 – Nov 2016
Portsmouth, NH

- Fiscal management of the operational budget
- Oversee and coordinate a calendar of events for recovery support services and peer support groups
- Project management of Community Access to Recovery with local hospitals, police departments and recovery center.
- Responsible for grant reporting and ensuring quality data collection efforts are maintained by support workers
- Coordinate with peer leaders, volunteers, and community leaders to facilitate effective community outreach, education, and awareness raising
- Facilitate stakeholder collaborations to ensure enrollment targets for various projects and adequate reach populations of focus
- Supervision of trained peer leaders and volunteers
- Assisting and informing the broader Granite Pathways and Fedcap NE Region scopes of work by attending quarterly meetings, providing quarterly reports and serving as an access point for NH Service Framework

Northeast Regional Sales Manager, United Site Services United Site Services

Sept 2014 – Feb 2016
Westborough, MA

- Successfully direct a team of eleven account managers throughout the Northeast, USA.
- Oversight and management of P&L and sales budget of \$37 million.
- Successfully implemented and oversaw six acquisitions totaling over \$6 million in revenue.
- Achieved organic growth of 11% in 2015 in construction market growing less than 2% annually.
- Achieved and exceeded Budget targets in 3 of 5 quarters.

Northeast Regional Sales Manager State Chemical Solutions

April 2009 – Sept 2014
Cleveland, OH

- Successfully direct a team of seven sales managers and sixty sales representatives throughout the Northeast, USA.

- Chosen by Executive V.P. to help implement 2011 initiative to transition from commission based sales organization to a salary sales and service based organization.
- Successfully implemented growth strategy and initiatives to show sales improvement in first two years.
- Improved sales declines in region for previous five years from over eight percent multiple year gross losses to achieving consistent growth trend and achieving sales growth targets above company targets.
- Successfully took over and have made a number of successful managerial transitions within the region and poised it for continued growth in 2013.
- Regional Sales Manager of the Quarter - second quarter, 2012.

**District Sales Manager
State Chemical Solutions**

Nov 2006 - April 2009
Cleveland, OH

- Successfully built and managed a team of ten sales representatives throughout New England.
- Consistently recognized as top performer and awarded district sales manager of month twice.
- Successfully achieved and exceeded growth, sales, and earnings targets in 2008.
- Successfully took over and merged two shrinking districts within twelve months of being hired and showed immediate growth as well as territory expansion from nine to ten territories.
- Appointed as a leading district manager to District Sales Manager Council to work with upper management in achieving company strategic goals and strategies and act as liaison to other district managers.
- Recruited, hired and trained two recipients of company's distinguished Rookie of the Month sales award as well as one recipient of the Rookie of the Year award.

**Operations Manager
F.W. Webb Company**

Jan 2001 - Nov 2006
Dover, NH

- Managed operations for large branch location and two satellite locations in wholesale plumbing and heating industry.
- Successfully exceeded profitability goals five consecutive years with gross sales of over \$21 million annually and recognized as top performer each year.
- Managed over fifty sales and warehouse employees and over \$5 million in inventory and improved inventory cost controls by improving inventory turnover and sales fulfillment rates.
- Successfully led and implemented ISO 9001 certifications and developed a full safety program.
- Led preparation, oversight and implementation with general manager of both P&L and capital budgets each year and nearly doubled net profit goals each year.
- Directed all aspects of hiring, training and branch personnel issues.

**Outside Sales
F.W. Webb Company**

Sept 1995 - Jan 2001
Dover, NH

- Managed and grew gross sales from 1 million dollars annually to over 3 million while maintaining gross margins exceeding company targets and expectations.
- Achieved and exceeded sales growth every year and recognized annually as a top performer.
- Appointed to Industrial PVF Steering Committee to assist in corporate strategies for Industrial PVF sales, distribution, and inventory management policy.

COMMUNITY SERVICE EXPERIENCE:

Connections for Health, NH IDN Region 6 Executive Governance

June 2016 – Present

Appointed as recovery support services representative to district 6 executive governance committee in Sept 2016. Have also actively served on community engagement committee and have been involved in facilitating community outreach efforts and focus groups on the DSRIP/IDN waiver program and integration of care efforts.

Safe Harbor Recovery Center

Sept 2015 – June 2016

Hire in paid role as director of peer recovery organization since June 2016. Have engaged as project manager through construction and build out of center as a volunteer prior to hiring. As director have been responsible for coordinating and

management of all projects, scheduling and volunteer organization. Have managed start-up and facilitation of a peer advisory council and multiple volunteer committees. Responsible for fiscal budget management as well as integration of services into the community with community care teams, dsrip and idn projects, homeless coalitions and treatment providers.

Families Hoping and Coping

June 2014 – Present

Founder and President of non-profit peer based family support group serving families in Strafford County with three chapters meeting weekly. Founded this in June and have had additional chapters throughout seacoast and Strafford County NH to serve family members and loved ones of individuals struggling with substance use disorders.

OneVoice Strafford County Opioid Taskforce

January 2014 – Present

Member and stakeholder of county-wide taskforce made up of law enforcement, healthcare providers, treatment and recovery advocates and family members that was active in rolling out multiple summits, events and advocacy efforts to bring exposure to opioid epidemic and substance misuse in Strafford County.

Hope on Haven Hill

August 2015 – June 2016

Treasurer and Board Member for non-profit long term residential treatment program for pregnant women and their children in Rochester, NH struggling with substance use disorders.

SOS Recovery Centers

August 2014 – June 2016

Serve on the leadership team appointed to act as liasons to the community volunteers in the process of helping to design, implement and oversee the creation of three community recovery centers in Strafford County scheduled to start opening in June and July of 2016.

CERTIFICATIONS, RECOGNITION, AND MEMBERSHIP:

- Connecticut Community for Addiction Recovery Trained Recovery Coach and Recovery Coach Trainer
- Trained as a trainer for CCAR Ethical Considerations for Recovery Coaches
- Trained as a trainer for SOS Developing Excellence in Recovery Coaching
- Over 30 hours of formal Motivational Interviewing training
- Developed and trained approved NH Licensing Board for Alcohol and other Drug curriculums for SOS Recovery Community Organization in: Peer Recovery Support Supervision; Crisis Navigation; Facilitator Training; Compassion Fatigue and Self-Care, as well as ethical considerations in recovery community organizations and trainings on gossip and social connections.
- Certified Recovery Support Worker (CRSW)
- NAMI certified facilitator
- AHA CPR and First Aid Certified
- Connect Suicide Prevention trained
- Completed Trauma Informed Care training
- 2015 New Futures Advocacy in Action Award: Statewide public advocacy award presented by New Futures in Concord, NH for advocacy on legislative policies related to opioid epidemic and substance misuse disorders.
- Pursuing NH Certified Recovery Coach Support Worker (CRSW) credential; 90% complete
- Current member of NH Providers Association and NH Alcohol & Drug Abuse Counselors Association

EDUCATION

Masters of Business Administration, Southern NH University

May 2001

- GPA: 3.88 and President's List

Manchester, NH

Bachelor of Science, Business Administration, Southern NH University

May 1999

- GPA: 3.82 and President's List

Manchester, NH

Associates Degree, Paralegal Studies, McIntosh College

May 1995

- GPA: 3.93 and President's List, High Honors

Dover, NH

Amber Glennon



Authorized to work in the US for any employer

Work Experience

Family Recovery Support Coordinator

SOS Recovery Community Organization - Rochester, NH

February 2023 to Present

- Support participants with getting insurance, food stamps, a driver's license, birth certificate and social security card -
- Support participants in finding a detox, inpatient or outpatient treatment, transitional living and sober living
- Support family's with tools to better there relationship with there children
- Teach classes of family recovery support
- Harm Reduction
- Doing inventory on our harm Reduction supplies
- Keeping track of the supplies we use each day an how much we use
- Also do weekly, bi-weekly or monthly check ins with my participants to support them in any way and just be there for them to talk as well whenever they need the support

Recovery Support Specialist

Green mountain treatment center - Effingham, NH

April 2022 to Present

- Support clients
- Encourage clients
- Deliver meals
- Medication Pass
- Drive clients to appointments
- Email updates
- CPR, CPI
- Suicide prevention
- Peer support worker

Owner/Manager

Amgcontracterservices - Rochester, NH

January 2015 to Present

- Make ads
- Create a report with customers
- Find jobs
- Hire employees
- Fire employee

- Payroll
- Keep track of hours
- Clean up material
- Get material for each job

Dunkin Donuts Manager

Dunkin' Donuts - Rochester, NH
May 2019 to March 2021

- Create schedule
- Order product
- Inventory
- Training
- Interviewing
- Check hours each week
- Handle customer complaints
- Motivate crew members

Supervisor

JCS ENTERPRISES - Concord, NH
January 2016 to August 2020

- Answer phones
- Make appointments
- Sell timeshares
- Interviewing
- Hiring
- File the paperwork
- Running compliance
- Training
- Getting the numbers

Education

High school diploma in G.E.D

Spaulding High School - Rochester, NH
January 2009 to January 2009

Skills

- Interviewing
- Supervising Experience
- Management
- Store Management Experience
- Presentation Skills
- Research
- Office Management

- Event Planning
- Customer Service (8 years)
- Computer Skills
- Cash Handling
- Construction Experience
- Business Development
- Driving Experience
- Data Entry
- Experience with Children
- English
- Food Service
- Front Desk
- Kitchen Experience
- Leadership Experience
- Microsoft Office
- Microsoft Word
- Microsoft Powerpoint
- Microsoft Outlook
- Organizational Skills
- Office Experience
- Outside Sales
- Project Management
- Restaurant Experience
- Retail Sales
- Recruiting
- Sales Experience
- Warehouse Experience
- Web Services
- Windows
- Sales
- Negotiation
- Mentoring

Certifications and Licenses

CPR

July 2022 to Present

CPI

July 2022 to Present

Suicide prevention

July 2022 to Present

Peer support worker

July 2022 to Present

HIV, Aids and hepatitis prevention for recovery coaches

February 2023 to February 2023

Coaching recovery: The art & science of peer assisted recovery

February 2023 to February 2023

Ethical considerations in peer assisted recovery

February 2023 to February 2023

Nurturing parenting program for families in substance abuse treatment or recovery

February 2023 to February 2023

Additional Information

I am a very hard worker and strive to make it to the top when I work! I always show up for my shifts and help when there short staffed. I do the best that I can in every situation and never get overwhelmed. I work very hard to show people that I am dedicated to something I am passionate about, and I am very passionate about helping others!

Caitlin Fillion

Compassionate and attentive Family Recovery Support Coordinator. Eagerly willing to provide emotional and social support to family members affected by substance use disorder.



Authorized to work in the US for any employer

Work Experience

Family Recovery Support Coordinator

SOS Recovery Community Organization - Rochester, NH
November 2022 to Present

Peer-based support services while utilizing interpersonal communication and active listening skills with participants
Facilitate Family All Recovery weekly meetings
Facilitate Families in Recovery weekly meetings

Customer Service Representative

U-Haul - Dover, NH
July 2021 to Present

Handled customer inquiries, answered questions, and resolved problems in a timely manner
Developed and trained three new customer service representatives on the proper handling of customer inquiries
Created a new customer database by entering customer information into a database
Kept accurate records of all interactions, including customer names, addresses, phone numbers, credit card information, and product sales

Dairy Associate

Market Basket - Somersworth, NH
May 2018 to October 2020

Organized products with sell by dates and focused on keeping products safe and clean.
Executed company policies, procedures, and safety standards to ensure the proper cleanliness and safety of the dairy department.
Provided customer service and was involved in training 1-2 new team members each month
Offered strong customer service skills, keeping customers satisfied.

Seasonal Cleaner

Moody, ME
April 2019 to September 2019

Maintained properties through out the summer time.
Organized and clean properties before and after each guest.
Actively sought out new customer's to create a consisten schedule of properties.

Cared for the properties diligently and offered strong customer service skills keeping all clients and guests satisfied.

Department Associate

Market Basket - Tilton, NH

June 2011 to March 2017

Executed company policies, procedures, and safety standards to ensure the proper cleanliness and safety of the deli and kitchen departments.

Willingly worked between three departments when needed to train new employees or work extra hours.

Developed relationships with many new staff members while being employed for this company for over nine years.

Quickly adapted to new departments to learn new tasks.

Offered strong customer service skills, keeping customers satisfied.

Education

Bachelor's Degree in Human Services

Southern New Hampshire University - Manchester, NH

January 2022 to Present

Lakes Region Community College - Laconia, NH

December 2011

Skills

- Customer service
- Communication skills
- Computer literacy
- Supervising experience

Greater Seacoast Community Health
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Janet Laatsch	Chief Executive Officer	\$0
Erin Ross	Chief Financial Officer	\$0
John Burns	Chief Recovery Officer	\$6864
Amber Glennon	Family Recovery Support Coordinator	\$34944
Caitlin Howard	Family Recovery Support Coordinator	19760

23
GPO

Lori A. Shibinette
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

May 2, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs (the Department), to amend an existing contract with Greater Seacoast Community Health (VC #166629-B001), Somersworth, New Hampshire, for Family Support Coordinator services statewide, by exercising a contract renewal option by increasing the price limitation by \$75,000 from \$150,000 to \$225,000 and extending the completion date from June 30, 2022 to June 30, 2023, effective July 1, 2022 or upon Governor and Council approval, whichever is later. 100% Other Funds (Governor's Commission Funds).

The original contract was approved by Governor and Council on January 22, 2021, item #23.

Funds are available in the following account for State Fiscal Year (SFY) 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92058501	\$75,000	\$0	\$75,000
2022	102-500731	Contracts for Prog Svc	92058501	\$75,000	\$0	\$75,000
2023	102-500731	Contracts for Prog Svc	92058501	\$0	\$75,000	\$75,000
			Total	\$150,000	\$75,000	\$225,000

EXPLANATION

The purpose of this request is to continue to provide family support group coordination services for families of individuals with Substance Use Disorders (SUD) and/or co-occurring mental health disorders. The Contractor will continue to:

- Increase access to family support groups as measured by number of support groups, and number of New Hampshire residents served by the groups;
- Recruit, enroll, and provide supervision and support to family support group facilitators;
- Coordinate family support group facilitator trainings; and
- Assess the family support group network and identify areas where new or additional family support groups are needed by identifying locations of current groups by Regional Public Health Network (RPHN) region; using that information to identify underserved region; and working with local and regional stakeholders in those regions to recruit, train and support facilitators in establishing and leading new groups.

During the first two quarters of SFY 2022, the Contractor:

- Facilitated the participation of 552 individuals in family support groups;
- Established two new family support groups; and
- Trained eight new family support group facilitators.

The Contractor is expected to achieve the following outputs in SFY 2023:

- 1,400 individuals will participate in family support groups;
- 2 new family support groups will be established; and
- A minimum of 10 (ten) new family recovery support group facilitators will be recruited and trained.

The Contractor provides training and support for family support services group facilitators to organize and facilitate groups for individuals with loved ones who struggle with substance misuse. Services include substance misuse education, access to resources to assist with substance misuse and related needs, and peer-to-peer support and mentoring. These services help participants to increase their knowledge around substance misuse, individual and family resiliency, skills for supporting their loved on with a substance use disorder, and ability to contribute to their families and communities as a whole.

The Department will monitor Contractor performance through quarterly reporting on staffing and supervision, family support services (FSS) training curriculum development, Family Support Services facilitator recruiting, training and Support, FSS marketing and promotion, and family support groups.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services available funding, agreement of the parties, and Governor and Council approval. The Department is seeking to exercise one (1) of the four (4) years of available renewal.

Should the Governor and Executive Council not authorize this request, the availability of family support services groups will decrease, potentially resulting in lower individual resiliency and community contribution and decreased ability to help individuals who misuse substances with accessing necessary services. Substance misuse may consequently continue for longer than it

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

otherwise would have, increasing the social, emotional, physical, and financial impacts of stress and trauma for both the individuals who are misusing substances and their loved ones.

Area served: Statewide.

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

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

This Amendment to the Family Support Coordinator Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Greater Seacoast Community Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 22, 2021 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$225,000
3. Add Exhibit C-3 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, or upon Governor and Council approval, whichever is later.

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

5/2/2022

Date

DocuSigned by:

Katya S. Fox

Name: Katya S. Fox

Title: Director

Greater Seacoast Community Health

5/2/2022

Date

DocuSigned by:

Janet Laatsch

Name: Janet Laatsch

Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/2/2022

Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



**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

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 enter into a contract with Greater Seacoast Community Health (VC #166629-B001) Somersworth, New Hampshire in the amount of \$150,000 for Family Support Coordinator services statewide, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2022. 100% Other Funds (Governor's Commission on Alcohol and Other Drugs).

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92058501	\$75,000
2022	102-500731	Contracts for Prog Svc	92058501	\$75,000
			Total	\$150,000

EXPLANATION

The purpose of this request is to provide Family Support Coordinator services for family and community support groups in order to sustain and expand support services for families of individuals with Substance Use Disorders (SUD) and/or co-occurring mental health disorders (COD). The Contractor will:

- Increase access to family support groups;
- Recruit, enroll, and provide supervision and support to family support group facilitators;
- Coordinate family support group facilitator trainings ; and
- Assess the family support group network and identify areas where new or additional family support groups are needed.

Approximately 2,000 individuals will be served from February 1, 2021 to June 30, 2022.

Family support groups provide critical support and education to families of individuals with substance use disorders in order to assist them to grow and strengthen. The supports assist individuals and families to effectively respond to their family member and loved ones with substance use disorders. Additionally support group facilitators can assist families with managing other responsibilities in the family member's life. A key component of the support groups is the peer nature of the support, which allow families to share their experiences and mentor others.

Peer Recovery Support Services for individuals and families have become an important part of the Department's overall strategy to respond to substance misuse issues in the State of New Hampshire. Due to the COVID-19 pandemic, families have faced difficulties challenges in accessing the services, information and support they need to strengthen their resiliency and ability to help family members struggling with substance misuse issues.

The Department will monitor Contractor performance through quarterly reporting.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 9/14/2020 through 10/15/2020. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A Revisions to Standard Contract Provisions, Section 1 Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, there will be a lack of coordination of support services for families of individuals with substance use disorders.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

**Family Support Group Coordinator
Services**

RFP Name

RFP-2021-BDAS-08-FAMIL

RFP Number

Bidder Name

1. Granite Pathways
2. Greater Seacoast Community Health
3. Greater Tilton Area Resource Center

Maximum Points	Actual Points
340	224
340	286
340	246

Subject: Family Support Coordinator Services (RFP-2021-BDAS-08-FAMIL-01)

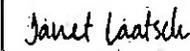
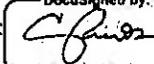
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Seacoast Community Health		1.4 Contractor Address 311 Route 108 Somersworth, NH, 03878	
1.5 Contractor Phone Number (603) 516-2550	1.6 Account Number 05-095-092-920510-33820000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$150,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 1/4/2021		1.12 Name and Title of Contractor Signatory Janet Laatsch CEO	
1.13 State Agency Signature DocuSigned by:  Date: 1/4/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/5/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 1/4/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials
Date 1/4/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Family Support Coordinator Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to 4 additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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New Hampshire Department of Health and Human Services
Family Support Coordinator Services
EXHIBIT B



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide statewide Family Support Coordinator Services that support a network of existing and new family and community support group facilitators who serve families of individuals with Substance Use Disorders (SUD) and/or Co-Occurring mental health Disorders (COD).
- 1.2. The Contractor shall ensure support group activities provide opportunities for families to:
 - 1.2.1. Share personal experiences and gain coping strategies; and
 - 1.2.2. Share information about resources and treatments to effectively respond to their loved one who has a substance use disorder.
- 1.3. The Contractor shall engage all NH Doorways providers and 2-1-1 NH on a quarterly basis in order to:
 - 1.3.1. Build referral bases.
 - 1.3.2. Identify needs.
 - 1.3.3. Conduct gap and barrier analysis on an ongoing basis.
- 1.4. The Contractor shall conduct quarterly stakeholder meetings, either digitally or in person, in order to facilitate engagement activities relative to Family Support Coordinator Services, ensuring stakeholders include, but are not limited to:
 - 1.4.1. NH Doorways providers.
 - 1.4.2. 2-1-1 NH.
 - 1.4.3. Public health networks.
 - 1.4.4. Integrated delivery networks.
 - 1.4.5. Recovery community organizations.
 - 1.4.6. Mental health clubhouses.
 - 1.4.7. Family resource centers.
 - 1.4.8. Treatment providers.
- 1.5. The Contractor shall serve as a subject matter expert on peer-to-peer support for families with SUD//COD struggles in a variety of ways, including, but not limited to, serving on work groups; advisory councils; and committees relating to SUD/COD.
- 1.6. The Contract shall facilitate quarterly focus groups, either digitally or in person, in collaboration with family group facilitators in order to gather data relating to the needs of individuals served in order to identify successes, challenges, gaps barriers and specific needs.

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- 1.7. The Contractor shall collaborate with recovery community centers, statewide, and the facilitating organization to:
 - 1.7.1. Identify the needs of family support group meetings;
 - 1.7.2. Identify qualified candidates to be trained in facilitating family support meetings;
 - 1.7.3. Create a marketing plan to disseminate information on family support networks;
 - 1.7.4. Develop a new family facilitator training to attract individuals to be trained in facilitating family support groups.
 - 1.7.5. Recruit and train facilitators through the use of:
 - 1.7.5.1. Flyers.
 - 1.7.5.2. Networking.
 - 1.7.5.3. Marketing materials; and
 - 1.7.5.4. Dedicated page on the Contractor's website that offers information on how to become a family support group facilitator.
- 1.8. The Contractor shall expand utilization of digital platforms in order to increase engagement, attendance and participation in:
 - 1.8.1. Meetings;
 - 1.8.2. Trainings; and
 - 1.8.3. Focus groups.
- 1.9. The Contractor shall work to increase attendance at support group meetings to:
 - 1.9.1. Over 200 individuals weekly for online and in-person support groups within the first year of contracted services;
 - 1.9.2. A minimum of 10 new family recovery support facilitators who are recruited and trained into the NH network of family support group facilitators prior to July 1, 2021.
 - 1.9.3. A minimum of 15 trained new family recovery support facilitators, annually, after July 1, 2021.
- 1.10. The Contractor shall establish an information sharing plan to ensure support groups have equitable access to information and resources. The Contractor shall:
 - 1.10.1. Create and disseminate comprehensive material that can be disseminated to facilitators, statewide, that support their efforts.
 - 1.10.2. Compile subject matter information to produce quarterly newsletters for all trained facilitators.

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- 1.10.3. Invite all facilitators to quarterly meetings in order to engage in:
 - 1.10.3.1. Continuing education discussions and opportunities;
 - 1.10.3.2. Networking opportunities;
 - 1.10.3.3. Discussions regarding feedback on successes and challenges; and
 - 1.10.3.4. Discussions regarding barriers to successfully engage family support groups.
- 1.10.4. Engage each facilitator in one-on-one monthly meetings in order to identify facilitator needs and provide information or resources that are available in order to meet the identified needs.
- 1.10.5. Utilize consultant services to inform training curriculum development to ensure sensitivity to diverse cultures who may or may not have engagement with family support services.
- 1.11. The Contractor shall ensure all Family Support Group Facilitators have the skills and knowledge necessary for group facilitation and a solid understanding of the challenges that families served are facing. The Contractor shall:
 - 1.11.1. Ensure training, either on-line or face-to-face, includes elements relative to SUD/COD as well as:
 - 1.11.1.1. Training curriculum approved by the Department;
 - 1.11.1.2. Suicide Prevention education; and
 - 1.11.1.3. Boundaries training.
 - 1.11.2. Collaborate with multiple nationally recognized subject matter experts and experts in family recovery supports within and outside of NH to develop curriculum to be utilized for facilitator trainings. The Contractor shall:
 - 1.11.2.1. Include a minimum of two (2) dually-licensed clinical mental health experts who will give feedback on curriculum content to ensure trauma-informed care approaches are sensitive to individuals with trauma and co-occurring issues.
 - 1.11.2.2. Ensure curriculum utilizes evidence-based and evidence-informed strategies for peer-based facilitation of support groups for individuals with SUD/COD.
 - 1.11.2.3. Develop and submit the facilitator training curriculum to the Department for approval no later than 90 days from the contract effective date, which focuses on:
 - 1.11.2.3.1. How to facilitate mutual aid meetings for family members;

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- 1.11.2.3.2. How to create a safe space for all individuals involved in meetings;
 - 1.11.2.3.3. Basics on SUD, COD, trauma-informed care and strategies and techniques for best practices in active listening and body language;
 - 1.11.2.3.4. Appropriate boundaries for facilitators;
 - 1.11.2.3.5. Basic motivational interviewing skills in a group facilitator role; and
 - 1.11.2.3.6. How to offer empathy and validations to individuals involved in meetings who may be in crisis.
- 1.11.3. Offer trainings at multiple venues, including but not limited to offering trainings through digital formats to ensure statewide availability of training curriculum. The Contractor shall ensure:
- 1.11.3.1. No cost to training participants for Family Support Group Facilitator required trainings, which is offered a minimum of 6 times per year as both:
 - 1.11.3.1.1. A one-day six-hour facilitator training; and
 - 1.11.3.1.2. Two three-hour sessions for individuals who cannot attend a full one-day six-hour training.
 - 1.11.3.2. Low cost for training participants who engage in additional trainings that are not required, but recommended.
 - 1.11.3.3. Twenty-five (25) scholarships are available for trainings that are not required.
 - 1.11.3.4. Twenty-five (25) scholarships are available for suicide prevention training that is offered a minimum of 4 times per year, which is approved by:
 - 1.11.3.4.1. The NH Board of Licensing for Alcohol and Other Drugs for contact hours; and
 - 1.11.3.4.2. NAADAC as an educational provider.
- 1.11.4. Provide 1-2 hour digital workshops every quarter on:
- 1.11.4.1. Self-care issues;
 - 1.11.4.2. Boundaries;
 - 1.11.4.3. Diversity;
 - 1.11.4.4. Equity and inclusion; and
 - 1.11.4.5. Compassion fatigue.

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- 1.12. The Contractor shall ensure families most in need of family support group services are aware of services in their communities and/or service areas while ensuring family privacy is respected including during group meetings. The Contractor shall:
 - 1.12.1. Create and disseminate comprehensive digital and internet-based marketing material that can be distributed in recovery community centers and clinical treatment and mental health providers, statewide, through:
 - 1.12.1.1. Webpages;
 - 1.12.1.2. Flyers; and
 - 1.12.1.3. Posters.
 - 1.12.2. Distribute a quarterly newsletter that provides information and resources to facilitators.
 - 1.12.3. Utilize networks to disseminate information and information sessions with the networks to ensure saturation of information within the communities.
 - 1.12.3.1. Provide one-on-one peer support to family members through RecoveryLink, which:
 - 1.12.3.2. Includes recovery planning for family members with existing family recovery support coordinators.
 - 1.12.3.3. Is available without any financial cost to ensure facilitators can provide additional support to attendees at all family support meetings.
- 1.13. The Contractor shall ensure maximum participation of group members attending family support group meetings by:
 - 1.13.1. Encouraging self-directed participation in order to encompass participation by parents who may be traumatized; have social anxiety; or feel uncomfortable in groups.
 - 1.13.2. Offering a variety of formats for meetings, based on local needs.
 - 1.13.3. Encouraging participation in groups of less than 12 individuals by offering each member to do an introduction that includes the reason for attendance.
 - 1.13.4. Ensuring standard 60-minute meeting formats that are predictable and include parts that are not limited to:
 - 1.13.4.1. Time for introductions of facilitators and participants, if appropriate.
 - 1.13.4.2. Time for equitable sharing among participants.
 - 1.13.4.3. Ability to ensure anonymity of participants.

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- 1.13.4.4. Time to share tools and resources that may be available to assist participants.
- 1.13.4.5. Closing statements that include time for individuals in crisis, and individuals who do not wish to broadly share experiences, to have one-on-one conversations with the facilitator.

2. Exhibits Incorporated

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

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly Family Support Group Data Reports that include, but are not limited to:
 - 3.1.1. De-identified information relative to support group meetings that include, but are not limited to:
 - 3.1.1.1. Date and location of family support group meetings. Including, but no limited to:
 - 3.1.1.1.1. Number of support groups monitored through this contract.
 - 3.1.1.1.2. Number of family members participating in support groups monitored through this contract.
 - 3.1.1.2. Number of people present and relationship to individual with an SUD for each support group facilitated.
 - 3.1.1.3. Number of new participants.
 - 3.1.1.4. Summary of comments made regarding treatment, recovery, incarceration, and/or relapse.
 - 3.1.2. Family Support Group Facilitator information that includes, but is not limited to:
 - 3.1.2.1. A list of active facilitators and the group(s) facilitated.

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- 3.1.2.2. Action plan for recruiting additional facilitators for any group with less than two (2) facilitators.
- 3.1.3. Training information including, but not limited to dates, locations, and names of required trainings attended by each facilitator, and:
 - 3.1.3.1. Number of new Family Facilitators completing the Family Leadership Training Program.
 - 3.1.3.2. Dates and locations of suicide prevention and other trainings.
 - 3.1.3.3. Number of individuals completing trainings.
 - 3.1.3.4. Primary town of residence of individuals completing trainings.
- 3.1.4. Training scholarship information including, but not limited to:
 - 3.1.4.1. Date, location, and title of training.
 - 3.1.4.2. Name of scholarship recipient.
 - 3.1.4.3. Amount of scholarship.
 - 3.1.4.4. Running tally of the number of scholarships provided for trainings.
- 3.1.5. Marketing Community Engagement Development efforts, which includes but is not limited to:
 - 3.1.5.1. Outreach and marketing efforts.
 - 3.1.5.2. Activities to assess the need for additional support groups.
 - 3.1.5.3. Activities to increase support groups in identified areas, including but not limited to recruitment efforts for new group facilitators.
 - 3.1.5.4. A narrative detailing outreach and marketing efforts.
 - 3.1.5.5. A narrative detailing engagement with work groups, advisory councils, and committees relating to SUD.
 - 3.1.5.6. A narrative detailing activity to assess the need for additional support groups.
 - 3.1.5.7. Any comments regarding treatment, recovery, incarceration, and/or relapse.

4. Performance Measures

- 4.1. The Department will monitor Contractor performance by establishing a baseline measure of the number of family support groups available in the state during the first year of the contract.
- 4.2. The Contractor shall achieve an increase of 10% over the baseline measure in Subsection 4.1 during the second year, as tracked and measured through quarterly reporting.
- 4.3. The Contractor shall establishing a baseline measure of the number of family

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members participating in family support group during the first year of the contract.

- 4.4. The Contractor shall achieve an increase of 10% over the baseline measure in Subsection 4.3 during the second year, as tracked and measured through quarterly reporting
- 4.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.7. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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

New Hampshire Department of Health and Human Services
Family Support Coordinator Services
EXHIBIT B



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

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

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

6. Records

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

- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

New Hampshire Department of Health and Human Services
Family Support Coordinator Services



EXHIBIT B

- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Family Support Coordinator Services
EXHIBIT C



Payment Terms

1. This Agreement is funded by 100% Other funds (Governor's Commission on Alcohol and Other Drugs).
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
3. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the

**New Hampshire Department of Health and Human Services
Family Support Coordinator Services
EXHIBIT C**



Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

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

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

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

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

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

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

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

11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 - Budget

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: RFP-2021-BDAS-08-FAMIL - Family Support Group Coordinator Services
(line of RFP)

Budget Period: 7/1/20 - 6/30/21

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 22,072.00	\$ 2,207.00	\$ 24,279.00				\$ 22,072.00	\$ 2,207.00	\$ 24,279.00
2. Employee Benefits	\$ 4,414.00	\$ -	\$ 4,414.00				\$ 4,414.00	\$ -	\$ 4,414.00
3. Consultants	\$ 17,450.00	\$ -	\$ 17,450.00				\$ 17,450.00	\$ -	\$ 17,450.00
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ 350.00	\$ 35.00	\$ 385.00				\$ 350.00	\$ 35.00	\$ 385.00
Repair and Maintenance	\$ 200.00	\$ 20.00	\$ 220.00				\$ 200.00	\$ 20.00	\$ 220.00
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Educational	\$ 800.00	\$ 80.00	\$ 880.00				\$ 800.00	\$ 80.00	\$ 880.00
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ 1,217.25	\$ 121.00	\$ 1,338.25				\$ 1,217.25	\$ 121.00	\$ 1,338.25
6. Travel	\$ 2,012.50	\$ 201.25	\$ 2,213.75				\$ 2,012.50	\$ 201.25	\$ 2,213.75
7. Occupancy	\$ 1,800.00	\$ 180.00	\$ 1,980.00				\$ 1,800.00	\$ 180.00	\$ 1,980.00
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Telephone	\$ 900.00	\$ 90.00	\$ 990.00				\$ 900.00	\$ 90.00	\$ 990.00
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,100.00	\$ 310.00	\$ 3,410.00				\$ 3,100.00	\$ 310.00	\$ 3,410.00
11. Staff Education and Training	\$ 7,300.00	\$ 730.00	\$ 8,030.00				\$ 7,300.00	\$ 730.00	\$ 8,030.00
12. Subcontracts/Agreements	\$ 8,750.00	\$ -	\$ 8,750.00				\$ 8,750.00	\$ -	\$ 8,750.00
13. Other (Meeting Expenses):	\$ 600.00	\$ 60.00	\$ 660.00				\$ 600.00	\$ 60.00	\$ 660.00
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 70,965.75	\$ 4,034.25	\$ 75,000.00				\$ 70,965.75	\$ 4,034.25	\$ 75,000.00

Indirect As A Percent of Direct

5.7%

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: RFP-2021-BDAS-08-FAMIL - Family Support Group Coordinator Services
(Phase of RFP)

Budget Period: 7/1/21 - 6/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 33,280.00	\$ 3,328.00	\$ 36,608.00				\$ 33,280.00	\$ 3,328.00	\$ 36,608.00
2. Employee Benefits	\$ 6,656.00	\$ -	\$ 6,656.00				\$ 6,656.00	\$ -	\$ 6,656.00
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00				\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ 600.00	\$ 60.00	\$ 660.00				\$ 600.00	\$ 60.00	\$ 660.00
Repair and Maintenance	\$ 250.00	\$ 25.00	\$ 275.00				\$ 250.00	\$ 25.00	\$ 275.00
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
- Educational	\$ 600.00	\$ 60.00	\$ 660.00				\$ 600.00	\$ 60.00	\$ 660.00
- Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
- Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
- Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
- Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00				\$ 1,000.00	\$ 100.00	\$ 1,100.00
6. Travel	\$ 3,450.00	\$ 345.00	\$ 3,795.00				\$ 3,450.00	\$ 345.00	\$ 3,795.00
7. Occupancy	\$ 1,800.00	\$ 180.00	\$ 1,980.00				\$ 1,800.00	\$ 180.00	\$ 1,980.00
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Telephone	\$ 900.00	\$ 90.00	\$ 990.00				\$ 900.00	\$ 90.00	\$ 990.00
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 806.00	\$ 80.60	\$ 886.60				\$ 806.00	\$ 80.60	\$ 886.60
11. Staff Education and Training	\$ 7,300.00	\$ 730.00	\$ 8,030.00				\$ 7,300.00	\$ 730.00	\$ 8,030.00
12. Subcontracts/Agreements	\$ 11,700.00	\$ -	\$ 11,700.00				\$ 11,700.00	\$ -	\$ 11,700.00
13. Other (Meeting Expenses):	\$ 600.00	\$ 60.00	\$ 660.00				\$ 600.00	\$ 60.00	\$ 660.00
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 69,942.00	\$ 5,058.00	\$ 75,000.00				\$ 69,942.00	\$ 5,058.00	\$ 75,000.00

Indirect As A Percent of Direct

7.2%

**New Hampshire Department of Health and Human Services
Family Support Coordinator Services**



Standard Exhibits D-H

The parties agree that the Department's Standard Exhibits D through Exhibit H are not applicable to this Agreement.

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New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State
DocuSigned by:
Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative

Director

Title of Authorized Representative

1/4/2021

Date

Greater Seacoast Community Health

Name of the Contractor
DocuSigned by:
Janet Laatsch

Signature of Authorized Representative

Janet Laatsch

Name of Authorized Representative

CEO

Title of Authorized Representative

1/4/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

1/4/2021

Date

DocuSigned by:

Janet Laatsch

Name: Janet Laatsch

Title: CEO

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FORM A

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

1. The DUNS number for your entity is: 780054164

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

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A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov