



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

Lori A. Weaver
 Commissioner

Katja S. Fox
 Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9544 1-800-852-3345 Ext. 9544
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May 8, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with Greater Seacoast Community Health (VC# 154703), Somersworth, NH, for the continued provision of statewide evidence-informed substance misuse prevention programs for young adults, by exercising a contract renewal option, by increasing the price limitation by \$499,998 from \$499,988 to \$999,986 and by extending the completion date from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 97% Federal funds. 3% General funds.

The original contract was approved by Governor and Council on July 27, 2022, (item #10).

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-33800000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS. DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCHOHOL SVCS- PREVENTION SERVICES.

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074/500589	Community Grants	92057502	\$254,889	\$0	\$254,889
2024	074/500589	Community Grants	92057502	\$245,099	\$0	\$245,099
2025	074/500589	Community Grants	92057502	\$0	\$254,899	\$254,899
2026	074/500589	Community Grants	92057502	\$0	\$245,099	\$245,099
			Total	\$499,988	\$499,998	\$999,986

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 to provide statewide evidence-informed substance misuse prevention programs for young adults entering or currently in the workforce who are between 18 and 25 years of age to mitigate risk factors associated with substance misuse by promoting positive and healthy choices that build resiliency.

The Contractor will continue to provide evidence-informed strategies that prevent or reduce the risk factors associated with substance misuse through education that promotes the prevention and reduction of problematic misuse of alcohol and other drugs and the development of skills to achieve positive health and behavioral health wellness. The Contractor will continue conducting outreach through the Young Adult Advisory Council, Recovery Friendly Workplaces and the broader business community, and community health workers, etc. in order to promote in-person and virtual educational offerings.

Approximately 600 individuals will be served during State Fiscal Years 2025 and 2026.

The Department will continue to monitor services by ensuring an:

- 85% completion rate by program participants.
- Increase in participant knowledge of the risks and consequences associated with substance misuse as measured by post-program evaluations.
- Increased use of healthy coping mechanisms to prevent and reduce stress as measured by post-program evaluations.

As referenced in Exhibit A, Revisions to Standard Agreements Provisions of the original agreement, 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 option to renew services for two (2) of the four (4) years available.

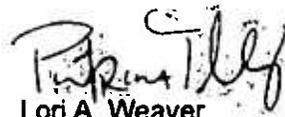
Should the Governor and Council not authorize this request, young New Hampshire adults may not have access to substance prevention programs and may continue to experience drug and alcohol misuse.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.959, FAIN #T1085821 and T1087053.

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

Respectfully submitted,


Lori A. Weaver
Commissioner

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

This Amendment to the Young Adult Strategies for the Prevention and Reduction of Substance Misuse 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 July 27, 2022 (item #10), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$999,986
3. Modify Exhibit C, Payment Terms, Section 1., to read:
 1. This Agreement is funded by:
 - 1.1. 97.00%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded on February 1, 2021, February 10, 2022, February 15, 2023, and February 20, 2024, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Assistance Listing Number# 93.959. FAIN #'s TI083464, TI084659, TI085821, and TI087053.
 - 1.2. 3.00% General funds
4. Modify Exhibit C, Payment Terms, Section 3., to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through C-4, Budget, Amendment #1.
5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget, Amendment #1, 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, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/17/2024

Date

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

Greater Seacoast Community Health

5/17/2024

Date

DocuSigned by:
Jim Avrett
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Name: Jim Avrett
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/20/2024

Date

DocuSigned by:
Robyn Guarino
748734844941480...
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			
Contractor Name:		Greater Seacoast Community Health	
Budget Request for:		Young Adult Strategies for the Prevention and Reduction of Substance Misuse	
Budget Period:		SFY25 (July 1, 2024 - June 30, 2025)	
Indirect Cost Rate (if applicable):		10.00%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$66,572	\$0	\$66,572
2. Fringe Benefits	\$13,980	\$0	\$13,980
3. Consultants	\$33,200	\$0	\$33,200
4. Equipment	\$1	\$0	\$1
5.(a) Supplies - Educational	\$9,500	\$0	\$9,500
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$500	\$0	\$500
6. Travel	\$5,000	\$0	\$5,000
7. Software	\$1,500	\$0	\$1,500
8. (a) Other - Marketing/Communications	\$7,574	\$0	\$7,574
8. (b) Other - Education and Training	\$10,000	\$0	\$10,000
8. (c) Other - Other (please specify)			
Other (food for in-person meetings & trainings, if allowed)	\$5,000	\$0	\$5,000
Other (relationship-building activities for YAAC Member)	\$3,400	\$0	\$3,400
Other (postage)	\$500	\$0	\$500
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$75,000	\$0	\$75,000
Total Direct Costs	\$231,727	\$0	\$231,727
Total Indirect Costs	\$23,172	\$0	\$23,172
TOTAL	\$254,899	\$0	\$254,899

Contractor Initials JA
 Date 5/8/2024

New Hampshire Department of Health and Human Services			
Contractor Name:		Greater Seacoast Community Health	
Budget Request for:		Young Adult Strategies for the Prevention and Reduction of Substance Misuse	
Budget Period:		SFY26 (July 1, 2025 - June 30, 2026)	
Indirect Cost Rate (If applicable):		10.00%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$72,388	\$0	\$72,388
2. Fringe Benefits	\$15,201	\$0	\$15,201
3. Consultants	\$31,200	\$0	\$31,200
4. Equipment	\$1	\$0	\$1
5.(a) Supplies - Educational	\$5,000	\$0	\$5,000
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$500	\$0	\$500
6. Travel	\$4,000	\$0	\$4,000
7. Software	\$1,000	\$0	\$1,000
8. (a) Other - Marketing/Communications	\$5,000	\$0	\$5,000
8. (b) Other - Education and Training	\$7,127	\$0	\$7,127
8. (c) Other - Other (please specify)			
Other (food for in-person meetings, events & trainings)	\$2,500	\$0	\$2,500
Other (relationship-building activities for YAAC Members)	\$3,400	\$0	\$3,400
Other (postage)	\$500	\$0	\$500
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$75,000	\$0	\$75,000
Total Direct Costs	\$222,817	\$0	\$222,817
Total Indirect Costs	\$22,282.00	\$0	\$22,282
TOTAL	\$245,099	\$0	\$245,099

Contractor Initials JM
 Date 5/8/2024

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: 0006199590



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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 22, 2024 at which a quorum of the Directors/shareholders were present and voting.

VOTED: that Jim Avrett

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: 5/8/2024

DocuSigned by:

C358C10198084CE...

Jennifer Glidden
Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2024

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855		FAX (A/C, No): (603) 622-2854
	E-MAIL ADDRESS: info@clarkinsurance.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Tri-State Insurance Company of Minnesota	31003
		INSURER B : A.I.M. Mutual Insurance Companies	33758
		INSURER C : AIX Specialty Insurance Co	12833
		INSURER D :	NAIC #
		INSURER E :	NAIC #
		INSURER F :	NAIC #

INSURED
 Greater Seacoast Community Health
 dba Goodwin Community Health, Families First
 SOS Community Organization, Lilac City Pediatrics
 311 Route 108
 Somersworth, NH 03878

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADV5564228-10	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ADV5564228-10	10/10/2023	10/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ADV5564228-10	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WMZ-800-8008412-2024A	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Medical Professional			L3V-A671986-09	1/1/2024	1/1/2025	Each Incident 1,000,000
C	Medical Professional			L3V-A671986-09	1/1/2024	1/1/2025	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability excludes coverage for claims that are covered under the FTCA

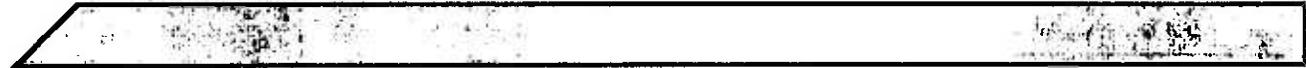
CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Greater Seacoast Community Health

Mission

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

Board Approved on 6-25-2018



Greater Seacoast Community Health

FINANCIAL STATEMENTS

and

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

December 31, 2022 and 2021

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, 2022 and 2021, 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, 2022 and 2021, 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.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2022, the Organization adopted the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 842, *Leases*. Our opinion is not modified with respect to that matter.

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.

Board of Directors
Greater Seacoast Community Health
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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.

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 22, 2023 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 22, 2023

GREATER SEACOAST COMMUNITY HEALTH

Balance Sheets

December 31, 2022 and 2021

ASSETS

	<u>2022</u>	<u>2021</u>
Current assets		
Cash and cash equivalents	\$ 7,625,600	\$ 9,428,603
Patient accounts receivable	863,791	946,289
Grant and other receivables	1,119,148	826,005
Pledges receivable	239,644	379,166
Inventory	90,506	84,243
Other current assets	<u>125,808</u>	<u>80,195</u>
Total current assets	10,064,497	11,744,501
Investments	2,015,773	2,248,099
Assets limited as to use	1,226,379	1,513,872
Property and equipment, net	7,616,848	6,763,858
Operating lease right-of-use assets	147,812	-
Finance lease right-of-use asset	<u>4,488,743</u>	<u>-</u>
Total assets	<u>\$ 25,560,052</u>	<u>\$ 22,270,330</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 499,242	\$ 499,922
Accrued payroll and related expenses	978,636	1,123,883
Patient deposits	174,576	171,291
Deferred revenue	123,901	219,339
Current portion of long-term debt	28,560	27,925
Current portion of operating lease liabilities	77,672	-
Current portion of finance lease liability	<u>332,620</u>	<u>-</u>
Total current liabilities	2,215,207	2,042,360
Long-term debt, less current portion	205,351	233,911
Operating lease liabilities, less current portion	71,151	-
Finance lease liability, less current portion	<u>4,229,137</u>	<u>-</u>
Total liabilities	<u>6,720,846</u>	<u>2,276,271</u>
Net assets		
Without donor restrictions	17,000,149	16,051,868
With donor restrictions	<u>1,839,057</u>	<u>3,942,191</u>
Total net assets	<u>18,839,206</u>	<u>19,994,059</u>
Total liabilities and net assets	<u>\$ 25,560,052</u>	<u>\$ 22,270,330</u>

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

GREATER SEACOAST COMMUNITY HEALTH

Statements of Operations

Years Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating revenue and support		
Net patient service revenue	\$ 11,951,067	\$ 12,147,244
Grants, contracts, and contributions	8,817,627	9,502,562
Provider Relief Fund	-	221,102
Paycheck Protection Program	-	1,479,000
Other operating revenue	570,271	476,334
Net assets released from restriction for operations	<u>253,415</u>	<u>193,959</u>
Total operating revenue and support	<u>21,592,380</u>	<u>24,020,201</u>
Operating expenses		
Salaries and wages	13,700,751	13,671,440
Employee benefits	2,693,634	2,524,515
Contracted services	1,055,318	1,075,563
Program supplies	1,793,207	1,980,697
Information technology	656,842	641,007
Occupancy	973,134	820,794
Other	1,496,242	1,326,186
Depreciation and amortization	699,958	307,683
Interest expense	<u>91,352</u>	<u>6,225</u>
Total operating expenses	<u>23,160,438</u>	<u>22,354,110</u>
Operating (loss) income	<u>(1,568,058)</u>	<u>1,666,091</u>
Other revenue (loss)		
Investment income	63,583	92,870
Change in fair value of investments	<u>(326,453)</u>	<u>134,629</u>
Total other revenue (loss)	<u>(262,870)</u>	<u>227,499</u>
(Deficiency) excess of revenue over expenses	(1,830,928)	1,893,590
Grants received for capital acquisition	949,352	167,837
Net assets released from restriction for capital acquisition	<u>1,829,857</u>	<u>-</u>
Increase in net assets without donor restrictions	<u>\$ 948,281</u>	<u>\$ 2,061,427</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, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Net assets without donor restrictions		
(Deficiency) excess of revenue over expenses	\$ (1,830,928)	\$ 1,893,590
Grants received for capital acquisition	949,352	167,837
Net assets released from restriction for capital acquisition	<u>1,829,857</u>	<u>-</u>
Increase in net assets without donor restrictions	<u>948,281</u>	<u>2,061,427</u>
Net assets with donor restrictions		
Contributions	208,519	1,127,393
Investment income	32,911	44,850
Change in fair value of investments	(261,292)	153,252
Net assets released from restriction for operations	(253,415)	(193,959)
Net assets released from restriction for capital acquisition	<u>(1,829,857)</u>	<u>-</u>
(Decrease) increase in net assets with donor restrictions	<u>(2,103,134)</u>	<u>1,131,536</u>
Change in net assets	(1,154,853)	3,192,963
Net assets, beginning of year	<u>19,994,059</u>	<u>16,801,096</u>
Net assets, end of year	<u>\$ 18,839,206</u>	<u>\$ 19,994,059</u>

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

GREATER SEACOAST COMMUNITY HEALTH

Statements of Cash Flows

Years Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ (1,154,853)	\$ 3,192,963
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation and amortization	699,958	307,683
Amortization of operating lease right-of-use assets	137,455	-
Change in fair value of investments	587,745	(287,881)
Grants and contributions for long-term purposes	(949,352)	(1,859,630)
Decrease (increase) in		
Patient accounts receivable	82,498	(47,775)
Grant and other receivables	(293,143)	323,766
Pledges receivable	(22,978)	700
Inventory	(6,263)	50,354
Other current assets	(45,613)	76,319
Increase (decrease) in		
Accounts payable and accrued expenses	(93,179)	216,820
Accrued payroll and related expenses	(145,247)	168,426
Patient deposits	3,285	18,365
Deferred revenue	(95,438)	102,889
Provider Relief Funds refundable advance	-	(221,102)
Paycheck Protection Program refundable advance	-	(1,479,000)
Operating lease liabilities	(136,444)	-
Net cash (used) provided by operating activities	<u>(1,431,569)</u>	<u>562,897</u>
Cash flows from investing activities		
Capital acquisitions	(1,168,282)	(1,133,501)
Proceeds from sale of investments	-	78,398
Purchase of investments	(67,926)	(194,159)
Net cash used by investing activities	<u>(1,236,208)</u>	<u>(1,249,262)</u>
Cash flows from financing activities		
Grants and contributions received for long-term purposes	1,111,852	1,904,201
Payments on long-term debt	(27,925)	(27,304)
Payments on finance lease liability	(219,153)	-
Net cash provided by financing activities	<u>864,774</u>	<u>1,876,897</u>
Net (decrease) increase in cash and cash equivalents	(1,803,003)	1,190,532
Cash and cash equivalents, beginning of year	<u>9,428,603</u>	<u>8,238,071</u>
Cash and cash equivalents, end of year	<u>\$ 7,625,600</u>	<u>\$ 9,428,603</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 91,352	\$ 6,225
Right of use asset obtained in exchange for finance lease liability	4,780,910	-
Property and equipment included in accounts payable	92,499	-

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

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

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 and Goodwin Community Health, 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, 2022 and 2021

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.

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 Organization identified qualifying expenditures of during the year ended December 31, 2021 and recognized the PRF as revenue.

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 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. The Paycheck Protection Program Loan can be audited by the Small Business Association for up to six years from the date of forgiveness. 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.

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.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

Performance obligations are determined based on the nature of the services provided by the Organization. The majority of the Organization's performance obligations are satisfied at a point in time.

The Organization measures the performance obligations as follows:

- Medical, behavioral health, dental and ancillary services are measured from the commencement of an in-person or virtual encounter with a patient to the completion of the encounter. Ancillary services provided the same day are considered to be part of the performance obligation and are not deemed to be separate performance obligations.
- Contract 340B pharmacy program services are measured when the prescription is dispensed to the patient as reported by the pharmacy administrator.
- In-house pharmacy services are measured when the prescription is dispensed to the patient at one of the Organization's in-house pharmacy.

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 10.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

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

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 \$688,027 and \$1,066,556 for the years ended December 31, 2022 and 2021, 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.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

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 operates an in-house pharmacy and contracts with other 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. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. 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 and consisted of the following:

	January 1, <u>2021</u>	December 31, <u>2021</u>	December 31, <u>2022</u>
Patient accounts receivable	\$ 541,407	\$ 673,736	\$ 757,642
In-house pharmacy receivables	193,804	76,347	61,671
Contract 340B pharmacy receivables	<u>163,303</u>	<u>196,206</u>	<u>44,478</u>
Total patient accounts receivable	<u>\$ 898,514</u>	<u>\$ 946,289</u>	<u>\$ 863,791</u>

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>2022</u>	<u>2021</u>
Governmental plans		
Medicare	15 %	8 %
Medicaid	34 %	34 %
Commercial payers	35 %	36 %
Patient	<u>16 %</u>	<u>22 %</u>
Total	<u>100 %</u>	<u>100 %</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

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 the U.S. Department of Health and Human Services (HHS). For the years ended December 31, 2022 and 2021, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 73% and 67%, 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, 2022 because qualifying expenditures have not yet been incurred as follows:

	<u>Amount</u>	<u>Available Through</u>
Health Center Program	\$ 1,325,295	April 30, 2023
Integrated Behavioral Health Services	22,363	April 30, 2023
FY 2023 Expanding COVID-19 Vaccination Awards	178,672	December 31, 2023
American Rescue Plan Act Funding for Health Centers	<u>1,694,270</u>	March 31, 2024
Total HHS grant funds available	<u>\$ 3,220,600</u>	

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.

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 9.

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.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

Investment income and the change in fair value are included in the (deficiency) excess 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.

Right-of-Use Assets and Lease Liabilities

Effective January 1, 2022, the Organization adopted Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 842, *Leases* (Topic 842). The Organization determines if an arrangement is a lease or contains a lease at inception of a contract. A contract is determined to be or contain a lease if the contract conveys the right to control the use of identified property, plant, or equipment (an identified asset) in exchange for consideration. The Organization determines these assets are leased because the Organization has the right to obtain substantially all of the economic benefit from and the right to direct the use of the identified asset. Assets in which the supplier or lessor has the practical ability and right to substitute alternative assets for the identified asset and would benefit economically from the exercise of its right to substitute the asset are not considered to be or contain a lease because the Organization determines it does not have the right to control and direct the use of the identified asset. The Organization's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

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

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

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

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

The lease term may include options to extend or to terminate the lease that the Organization is reasonably certain to exercise. Lease expense for operating and finance leases is recognized on a straight-line basis over the lease term.

The Organization has elected not to record leases with an initial term of 12 months or less on the balance sheet. Lease expense on such leases is recognized on a straight-line basis over the lease term.

Upon adoption of Topic 842, the Organization elected the package of practical expedients permitted under the transition guidance within the new standard which includes the following: relief from determination of lease contracts included in existing or expiring leases at the point of adoption, relief from having to reevaluate the classification of leases in effect at the point of adoption, and relief from reevaluation of existing leases that have initial direct costs associated with the execution of the lease contract.

The adoption of Topic 842 resulted in the recognition of the following assets and liabilities on January 1, 2022:

Operating lease right-of-use assets	\$ <u>283,253</u>
Current portion of operating lease liabilities	\$ 137,455
Operating lease liabilities, less current portion	<u>145,798</u>
Operating lease liabilities	\$ <u>283,253</u>

Results for the period prior to January 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment for leases.

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.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

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. Pledges receivable are due in 2023.

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.

(Deficiency) Excess of Revenue Over Expenses

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

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through May 22, 2023, 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.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

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

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 7,625,600	\$ 9,428,603
Investments	2,015,773	2,248,099
Patient accounts receivable	863,791	946,289
Grant and other receivables	1,119,148	826,005
Less donor restricted assets	<u>(235,858)</u>	<u>(451,518)</u>
Financial assets available for current use	<u>\$11,388,454</u>	<u>\$12,997,478</u>

3. Pledges Receivable

Pledges receivable consisted of the following at December 31:

	<u>2022</u>	<u>2021</u>
Capital projects that are in service	\$ <u>215,666</u>	\$ -
Donor restricted		
Capital projects	-	375,666
Program services	<u>23,978</u>	<u>3,500</u>
Total donor restricted	<u>23,978</u>	<u>379,166</u>
Total	<u>\$ 239,644</u>	<u>\$ 379,166</u>

4. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following at December 31:

	<u>2022</u>	<u>2021</u>
Long-term investments	\$ 2,015,773	\$ 2,248,099
Assets limited as to use	<u>1,226,379</u>	<u>1,513,872</u>
Total investments	<u>\$ 3,242,152</u>	<u>\$ 3,761,971</u>

Assets limited as to use are restricted for the following purposes at December 31:

	<u>2022</u>	<u>2021</u>
Assets held in trust under Section 457(b) deferred compensation plans	\$ 59,631	\$ 57,391
Assets with donor restrictions	<u>1,166,748</u>	<u>1,456,481</u>
Total	<u>\$ 1,226,379</u>	<u>\$ 1,513,872</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

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.
- 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 at December 31:

	2022			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 45,255	\$ -	\$ -	\$ 45,255
Municipal bonds	-	139,194	-	139,194
Exchange traded funds	1,360,349	-	-	1,360,349
Mutual funds	<u>1,697,354</u>	<u>-</u>	<u>-</u>	<u>1,697,354</u>
Total investments	<u>\$ 3,102,958</u>	<u>\$ 139,194</u>	<u>\$ -</u>	<u>\$ 3,242,152</u>
	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>-</u>	<u>-</u>	<u>2,118,056</u>
Total investments	<u>\$ 3,603,702</u>	<u>\$ 158,269</u>	<u>\$ -</u>	<u>\$ 3,761,971</u>

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

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

5. Property and Equipment

Property and equipment consisted of the following:

	<u>2022</u>	<u>2021</u>
Land	\$ 718,427	\$ 718,427
Building and improvements	6,499,881	5,949,854
Leasehold improvements	1,589,382	179,963
Furniture, fixtures, and equipment	<u>2,954,785</u>	<u>2,864,516</u>
Total cost	11,762,475	9,712,760
Less accumulated depreciation	<u>4,155,627</u>	<u>4,100,983</u>
	7,606,848	5,611,777
Projects in progress	<u>10,000</u>	<u>1,152,081</u>
Property and equipment, net	<u>\$ 7,616,848</u>	<u>\$ 6,763,858</u>

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.

Depreciation expense amounts to \$407,791 and \$307,683 for the years ended December 31, 2022 and 2021, respectively.

6. Long-Term Debt

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

	<u>2022</u>	<u>2021</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.	\$ 233,911	\$ 261,836
Less current portion	<u>28,560</u>	<u>27,925</u>
Long-term debt, less current portion	<u>\$ 205,351</u>	<u>\$ 233,911</u>

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

2023	\$ 28,560
2024	29,209
2025	29,873
2026	30,552
2027	31,247
Thereafter	<u>84,470</u>
Total	<u>\$ 233,911</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

7. Leases

The Organization has entered the following lease arrangements:

Finance Lease

During 2022, the Organization entered into a facility lease through 2037. The lease contains an annual escalating clause of 3 percent beginning in 2027. Termination of the lease generally is prohibited unless there is a violation under the lease agreement.

Operating Leases

The Organization has four facility leases that expire from 2024 through 2025. These leases generally contain renewal options and annual escalating clauses of 3 percent. Termination of the leases is generally prohibited unless there is a violation under the lease agreements.

Lease Cost

Lease cost for the year ended December 31, 2022 is as follows:

Finance lease		
Amortization of right-of-use asset	\$	292,167
Interest on lease liability		85,748
Operating leases		137,455
Short-term lease expense		<u>56,228</u>
Total	\$	<u><u>571,598</u></u>

Other Information

Weighted-average remaining lease term:		
Finance lease		14 years
Operating leases		2 years
Weighted-average discount rate:		
Finance lease		2.01%
Operating leases		1.04%

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

Future Minimum Lease Payments and Reconciliation to the Balance Sheet

Future minimum payments due under the facility and equipment lease agreements for the years ending December 31, are as follows:

	<u>Finance Lease</u>	<u>Operating Leases</u>
2023	\$ 332,620	\$ 77,672
2024	332,620	58,984
2025	332,620	13,696
2026	332,620	-
2027	341,767	-
Thereafter	<u>3,602,655</u>	<u>-</u>
Total future undiscounted lease payments	5,274,902	150,352
Less present value discount	<u>713,145</u>	<u>1,529</u>
Total lease liabilities	4,561,757	148,823
Current portion of lease liabilities	<u>332,620</u>	<u>77,672</u>
Lease liabilities, net of current portion	<u>\$ 4,229,137</u>	<u>\$ 71,151</u>

8. Net Assets with Donor Restrictions

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

	<u>2022</u>	<u>2021</u>
Specific purpose (temporary in nature)		
Program services	\$ 235,858	\$ 451,518
Construction of new facility	412,473	1,655,026
Pledges receivable for construction of new facility		375,666
Passage of time (temporary in nature)		
Pledges receivable	23,978	3,500
Earnings from endowment investments	297,070	586,803
Held in perpetuity (permanent in nature)		
Endowment	<u>869,678</u>	<u>869,678</u>
Total	<u>\$ 1,839,057</u>	<u>\$ 3,942,191</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

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

	<u>2022</u>	<u>2021</u>
Satisfaction of purpose - program services	\$ 144,063	\$ 39,143
Satisfaction of purpose - purchase of capital assets	1,829,857	-
Passage of time - pledges receivable	48,000	96,950
Passage of time - endowment earnings	<u>61,352</u>	<u>57,866</u>
 Total	 <u>\$ 2,083,272</u>	 <u>\$ 193,959</u>

9. Endowment

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, 2022 and 2021

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, 2022 and 2021.

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>2022</u>	<u>2021</u>
Endowments, beginning of year	\$ 1,456,481	\$ 1,316,245
Investment income	32,911	44,850
Change in fair value of investments	(261,292)	153,252
Spending policy appropriations	<u>(61,352)</u>	<u>(57,866)</u>
Endowments, end of year	<u>\$ 1,166,748</u>	<u>\$ 1,456,481</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

Expenses related to providing these services are as follows:

	<u>2022</u>			
	<u>Healthcare Services</u>	<u>Administrative and Support Services</u>	<u>Fundraising Services</u>	<u>Total</u>
Salaries and wages	\$ 11,752,215	\$ 1,476,954	\$ 471,582	\$ 13,700,751
Employee benefits	2,290,698	313,166	89,770	2,693,634
Contracted services	833,825	204,594	16,899	1,055,318
Program supplies	1,793,207	-	-	1,793,207
Information technology	558,586	76,366	21,890	656,842
Occupancy	827,565	113,138	32,431	973,134
Other	1,272,422	173,955	49,865	1,496,242
Depreciation and amortization	595,253	81,378	23,327	699,958
Interest expense	<u>77,687</u>	<u>10,621</u>	<u>3,044</u>	<u>91,352</u>
Total	<u>\$ 20,001,458</u>	<u>\$ 2,450,172</u>	<u>\$ 708,808</u>	<u>\$ 23,160,438</u>
	<u>2021</u>			
	<u>Healthcare Services</u>	<u>Administrative and Support Services</u>	<u>Fundraising Services</u>	<u>Total</u>
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
Contract 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 and amortization	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>

12. 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, 2022 and 2021, the Organization contributed \$260,713 and \$222,748, respectively, to the plan.

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, 2022. The balance of the deferred compensation plan amounted to \$59,631 and \$57,391 at December 31, 2022 and 2021, respectively.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2022 and 2021

13. 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, 2022, 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.

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 \$1,310,202 and \$1,323,285 for the years ended December 31, 2022 and 2021, 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, 2022

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		\$ 990,119
COVID-19 Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		<u>1,218,108</u>
Total AL 93.224			2,208,227
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		<u>3,016,159</u>
Total Health Center Program Cluster			5,224,386
Affordable Care Act (ACA) Grants for Capital Development in Health Centers	93.526		636,073
<u>Pass-Through</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
Public Health Emergency Preparedness	93.069	074-500589/90077028	34,042
Public Health Emergency Preparedness	93.069	102-500731/90077410	<u>27,942</u>
Total AL 93.069			61,984
Immunization Cooperative Agreements	93.268	102-500731/90023205	408
Immunization Cooperative Agreements	93.268	102-500731/90023800	28,910
Immunization Cooperative Agreements	93.268	102-500731/90023010	<u>9,119</u>
Total AL 93.268			38,437
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	102-500731/90577140	26,672
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	102-500731/90577150	13,491
<i>Bi-State Primary Care Association, Inc.</i>			
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	n/a	<u>30,804</u>
Total AL 93.391			70,967
<i>State of New Hampshire Department of Health and Human Services</i>			
Promoting Safe and Stable Families	93.556	102-500734/42107306	16,351
Temporary Assistance for Needy Families	93.558	502-500891/45030206	135,002
Stephanie Tubbs Jones Child Welfare Services Program	93.645	102-500734/42106802	3,323
Social Services Block Grant	93.667	102-500734/42106603	56,354
National Bioterrorism Hospital Preparedness Program	93.889	074-500589/90077700	8,643

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, 2022

Federal Grant/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	102-500731/90080081	11,874
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92057502	45,339
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92057504	14,554
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500589/92057506	56,003
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92058506	20,030
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/90001022	13,522
Block Grants for Prevention and Treatment of Substance Abuse	93.959	010-092-33800000- 500589/92057502	6,009
Total AL 93.959			155,457
Preventive Health and Health Services Block Grant	93.991	074-500585/92057502	13,940
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080112	54,154
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90004009	6,307
Total AL 93.994			60,461
Total U.S. Department of Health and Human Services			6,493,252
<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	435,534
<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	5,250
<u>U.S. Department of Treasury:</u>			
<u>Pass-Through</u>			
<i>Bi-State Primary Care Association, Inc.</i>			
COVID-19 Coronavirus State and Local Fiscal Recovery Funds			
	21.027	n/a	42,682
<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	103-502507/95010690	52,226
Total, All Programs			<u>\$ 7,028,944</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, 2022

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, 2022, 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 22, 2023.

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 Dunn McNeil & Parker, LLC

Portland, Maine
May 22, 2023



**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, 2022. 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, 2022.

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.

Report on Internal Control over Compliance

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

Board of Directors
Greater Seacoast Community Health

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 Dawn McNeil & Parker, LLC

Portland, Maine
May 22, 2023

GREATER SEACOAST COMMUNITY HEALTH

Schedule of Findings and Questioned Costs

Year Ended December 31, 2022

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:

<u>Assistance Listing Number</u>	,	<u>Name of Federal Program or Cluster</u>
----------------------------------	---	---

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

Section 3. Federal Award Findings and Questioned Costs

None

GREATER SEACOAST COMMUNITY HEALTH

Summary Schedule of Prior Year Findings

Year Ended December 31, 2022

Finding Number: 2021-001

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: The Organization has not applied sliding fee discounts to patient charges consistent with its sliding fee discount program.

Recommendation: We recommended 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 recommended management consider increasing the number of dental transactions reviewed as part of the Organization's internal monitoring procedures.

Status: Resolved:

Board of Directors
Calendar Year 2024

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

Name/Address	Phone/Email	Occupation
<u>Chair</u> Jennifer Glidden		USDA Program Specialist Consumer
<u>Vice Chair</u> Dennis Veilleux		Accounting Manager Relyco
<u>Board Treasurer</u> Jim Sepanski		Retired Financial Executive
<u>Board Secretary</u> Christine Perkins		CPA Wipfli
Laura Belsky		Retired Nurse Special Population Consumer
Andrea Borowiecki		Rockland Trust Consumer
Jody Hoffer Gittell		Professor Consumer
Tim McNamara		Retired Healthcare Executive
Allison Mulligan		Consultant Consumer
Kathy Scheu		Retired Medical/Laboratory Product Sales
Jeffrey Segil, MD		Physician-OB/GYN WDH
Marrielle Van Rossum		Attorney Devine, Millimet & Branch

JAMES A. AVRETT



OPERATIONS MANAGEMENT & PERFORMANCE IMPROVEMENT EXECUTIVE

I build and lead cross-functional, cross-organizational teams containing executives, physicians, staff, boards, business partners, community members and other stakeholders to improve the quality of products and services, lower costs, increase revenue, improve customer service levels, and ensure organizational sustainability and growth. I design, lead and implement initiatives to drive organizational transformation and change, operations and process / performance improvement, integration, and program enhancement / new design. I have broad experience in business development and strategy development.

STRENGTHS

- | | | |
|---|-----------------------------------|-------------------------------------|
| Operations Management, Improvement & Redesign | Business Development | Customer Service Improvement |
| Business Model Design & Partner Integration | Strategic Planning | Service, Site, Provider Integration |
| Cost Savings & Revenue Enhancement | Quality & Reliability Improvement | Relationship Management |
| Optimized Staff and Service Scheduling | Budget.Design / Management | Resource Utilization Management |

PROFESSIONAL HISTORY
(Accomplishments)

Edgewood (a CCRC in MA and NH), North Andover, Massachusetts **2020 - Present**
Director

- Administrator of Resident Services. Responsibilities include:
 - Lead and manage the internal home health agency.
 - Oversee the Geriatric Care Management Nursing program.
 - Manage the outsourced on-site clinic – includes primary care (MD and PAs), podiatry, optometry, dental services.
 - Oversee social work services.
 - Developing plans for new home health and hospice agencies in Massachusetts and New Hampshire.
 - Redesigning the internal home health agency, saving cost, and increasing profitability.

Huron Consulting Group, Chicago, IL (Based out of Dover, NH) **2019 - 2020**
Healthcare Director

- Led multi-site, multi-function integrated projects. Focus areas included operations management and improvement, workforce management, care optimization, supply chain and portfolio optimization. Coached / Mentored staff. Methodology development.
 - Led a team conducting a care optimization engagement at hospitals that were part of an academic medical center system including their clinics, ambulatory, and acute sites.
 - Led a team charged with improving workforce management and clinical operations for a community-based hospital that is part of a larger regional system. Implementing targeted savings of \$4,300,000 - \$5,700,000.

futureHEALTH, Dover, NH
Principal / Owner

2017 – 2019

- Assist clients with: Operational improvement and process enhancement / redesign, service line portfolio analysis / optimization, customer service / experience improvement, staffing matrixes, quality improvement, integration and throughput optimization, decreasing process and outcome variance, strategic growth, leveraging technology to improve business processes.
- Retained long-term by a major international package transportation company to optimize operations including regional handling and distribution centers' intake, delivery and processing of packages and sales contract design / enhancement.

Management Consulting Group PLC, London, UK

2014 – 2016

Proudfoot, Atlanta, Georgia (Based out of Dover, NH) (2016)

Vice President, Life Sciences and Healthcare Operations – North America

- Managed a wide range of engagement types for the firm. Ensured engagement delivery quality.
- Supervised, coached and mentored the engagement managers charged with delivering services to clients.
- Client relationship management throughout the delivery cycle for multiple, simultaneous engagements.
- At a major international oil company streamlined processes and reduced costs. Worked with traders to improve algorithms and strategies for designing hedge positions. Produced savings between \$7 - \$12 million annually.
- Evaluated consolidating operations at two plants for a manufacturer – one US-based, one international. Streamlined the operations at the US-based site which resulted in a \$1.2 - \$3.6 million annual savings.
- Performed operational analysis of the coke production facility that serves the largest blast furnace in North America. Designed an oven repair and replacement plan that would not interrupt customer service and revenue. Redesigned staffing patterns, equipment and supplies purchasing and inventory management systems. Total value: \$19 – 26 million.

Kurt Salmon, Atlanta, Georgia (Based out of Dover, NH) (2014 – 2015)

Partner

- Sold and delivered strategy, operations, supply chain, IT, and facilities and capital asset planning engagements.
- Managed client relationships through the sales and delivery cycle. Monitored and guaranteed engagement delivery quality.
- Supervised, coached and mentored the engagement managers and staff.
- Led a team that worked with a national urgent care center organization to reduce overall throughput time through process improvements, development of new staffing matrixes by skill, time-of-day and day-of-week, staff and physician workload balancing. Created a proactive physician and appointment scheduling system. Lowered door to discharge time by 26%. Increased capacity for client appointments by 15%.
- Worked with a health system to conduct a market assessment then refine and validate their strategy to move ambulatory services into a new market area. Developed materials for Board of Directors education and strategy session.
- Co-led effort to build the firm's Operations and Performance Improvement practice. Developed methodologies and external and internal facing marketing pieces.

Galloway Consulting / Vantage Health Analytics, Atlanta, Georgia (Based out of Dover, NH)

2011 – 2014

Senior Director - Engagements Lead

- Led high profile, strategic consulting engagements for large, complex healthsystems including all their services / facilities across the care continuum. Employed a collaborative team approach to rapidly (4–5 weeks) develop solutions.
- Worked with a regional hospital of a national healthsystem to recover from an eight-digit budget variance within the fiscal year by reducing labor and supply cost, enhancing revenue, improving quality, portfolio optimization, patient experience, clinics operations improvement. Developed plans and implemented a \$17.1 million margin improvement.
- Led a team that worked with a multi-state healthsystem to improve their bottom line through staff scheduling / mix, operational and clinical process improvement as well as revenue enhancement and growth. Total impact more than \$70,000,000.
- Led a multi-site, multi-state engagement with a national healthsystem to design multi-year plans to take the sites through an organizational transformation to rebase their cost structure so they would succeed in an all Medicare-level type of reimbursement environment. Bottom line impact \$8,000,000 to \$50,000,000 per site and more than \$100,000,000 system wide.

VHA, Incorporated, Dallas, Texas (Based out of Portland, ME and Boston, MA)

2001 – 2011

Regional Vice President (6 state region: ME, NH, VT, MA, CT, RI '07-'11) / Senior Director (3 State region: '04-'06)

- Led strategic planning, relationship management, sales, and staff management activities for the consulting, analytics, purchased services and supply chain services across a multi-state, 100+ healthcare organization territory.
- Built and led team that grew group purchasing organization sales (to \$2,100,000,000) and revenue (to \$49,000,000).
- Increased Customer Satisfaction ratings by 18% from levels before given responsibility for the function.
- Led alliance member recruitment efforts in six-state region. Seven new members joined adding \$350,000,000 in revenue.
- Led effort to develop a regional purchasing coalition coordinating national, regional, vendor and healthsystem resources, needs and expectations. Designed governance and operational model. Savings exceeded \$2,200,000.
- Developed business plans and led my team to roll out and implement dozens of new contracts / services launches each year including pharmacy products, medical device, capital equipment, IT products / services and med / surg products.
- Worked with regional and national business partners to enhance pricing of agreements or establish new contracts.
- Responded to RFPs ensuring that VHA's value proposition addressed the customer's needs, coordinating resources across business lines, to create and present an impactful offering. Managed process through successful completion.
- Managed the Non-Acute Portfolio resources that exceeded targets or superior targets (125%) after gaining responsibility for the services. (Before taking responsibility for this portfolio the goal achievement was 82%)

VHA, Incorporated, Based out of Dover, NH (2001 – 2004)

Director, Alliance Member Strategies (ME, NH, VT, MA, RI, CT, NY)

- Led marketing and consultative sales activities for both the Purchased Services and Consulting Services portfolios for three regional offices encompassing a seven-state area. Target audiences: middle and executive management.
- Working with 90+ business partners, attained 150% of revenue target for purchased services portfolio (IT, capital, financial / revenue cycle, ambulatory, support, clinical).
- Partnering with national / corporate service providers, attained Superior level for consulting services revenue goals.
- Eventually responsible for the marketing and sales of all consulting services for one half of VHA's regions.

North Broward Hospital District, Fort Lauderdale, Florida
Executive Director, Reengineering and Integration

1996 – 2001

- Led cross-functional, cross-facility initiatives improving processes and integrating services across 40 acute and non-acute site public health system.
- Developed process to manage at-risk patients much like the population health models seen today.
- Led a multiple phase, cross-District project that re-invented the financial assistance process, virtually resulting in a new function. This recouped \$2,000,000+ in unreimbursed service provision annually.
- Developed and tracked a daily district-wide labor productivity monitoring system containing executive roll-up reporting.
- Partnered with a for-profit entity to build a joint-venture DME company. Due diligence, governance, revenue split.
- Led the Quality Council with a member of the board. Designed, implemented, managed initiatives across the enterprise.
- Assisted with the preparation for JCAHO assessment.
- Co-led the planning, redesign of operations and implementation of the District's new Pathways IT system across the enterprise. Documented / updated processes to take full advantage of the system's functionality. Co-led all District/site-specific user groups.
- Designed the District's Enterprise Scheduling Center. Led the selection of software, developed processes and staffing requirements. Built a nurse call system into the Center. Increased customer service and reduced staffing.
- Managed the patient / family / customer satisfaction program for service improvement. Changed approach from reactive to proactive. Worked with staff to design and implement improved processes for patient and family service and engagement.

EDUCATION

Master of Business Administration
University of South Florida

Bachelor of Sciences in Commerce and Business Administration
Major: Health Care Management Minor: Marketing
University of Alabama

Additional Training

Juran Institute Project / Team Facilitator Course, Juran Institute Quality / Performance Improvement Tools
Leading an Empowered Organization (MIT), Lean for Healthcare and Non-Manufacturing (University of Texas)

Ashley E. Wright, MS

Energetic prevention professional and community organizer with experience working in diverse communities to build capacity and implement evidence-based strategies in collaboration with community partners

Education

Merrimack College North Andover, MA

Masters of Science in Health and Wellness Management

Class of 2016

Bachelor of Science in Health Science

Class of 2015

Work History

Greater Seacoast Community Health Somersworth, NH

March 2019 – Present

Strafford County Public Health Network, Continuum of Care Manager

- Contribute to the team efforts of Strafford County Public Health Network
- Assist in leading strategic planning processes for all Network programs
- Manage Strafford County Public Health Network's Substance Misuse Prevention Coordinator
- Engage community stakeholders in planning, implementing and evaluating work
- Build capacity of community stakeholders to participate in or otherwise contribute to work
- Improve the awareness of and access to substance use prevention, treatment and recovery resources
- Facilitate Addiction Task Force & Health Living Work Group; working groups of community stakeholders that inform on strategies to address public health concerns in Strafford County
- Collect and analyze primary and secondary data to guide work
- Develop and disseminate educational, marketing, and other materials across information channels
- Create and distribute resources related to substance misuse prevention, treatment and recovery, and related to healthy eating, physical activity and chronic disease prevention
- Organize professional development opportunities for community members and stakeholders
- Host the annual Strafford County Addiction Summit conference for community stakeholders
- Coordinate and host school-based influenza vaccine clinics for all K-12 schools in Strafford County

City of Malden Board of Health Malden, MA

July 2016 – March 2019

Substance Abuse Prevention Outreach Manager, Partnerships for Success Grant Coordinator

- Managed all operational and fiscal aspects of grant including monthly billing and quarterly reports
- Utilized the Strategic Prevention Framework
- Implemented community-wide strategies for policies, systems and practice change
- Collected and analyzed data for planning, implementation, and evaluation purposes
- Facilitated planning and working group meetings with stakeholders and community partners
- Supported school district in policy change, curriculum implementation and other projects as needed
- Organized and host professional development workshops, community forums and events
- Created and motivated a network of professionals to work collaboratively across sectors
- Represented Malden as part of the regional Mystic Valley Public Health Coalition
- Coordinated Substance Abuse Subcommittee of local community coalition
- Supported agencies and organizations working locally in substance use prevention and related field
- Assisted with daily functions of Health Department such as customer assistance and accounts payable

City of Melrose Health Department Melrose, MA

March 2018 – June 2018

Substance Abuse Prevention Collaborative, Project Assistant

- Managed quarterly e-newsletter content
- Tracked and recorded state legislative bills regarding alcohol policy
- Assisted coordinator in data collection to inform on strategies
- Provided administrative support to coordinator

Massachusetts Alliance of YMCA's Boston, MA

January 2016 – July 2016

Health and Wellness Intern

- Project Manager for Massachusetts' involvement in National YMCA's Walkability initiative
- Conducted primary research to identify barriers to Complete Streets policies
- Researched development of public policies
- Educated legislators about the impact of public policies
- Assisted in preparing and hosting events

Certifications & Qualifications

Certified Prevention Specialist

Expected Summer 2020

NH Prevention Certification Board

Prevention Ethics

Completed June, 2018

AdCare Educational Institute, New England Institute for Addiction Studies

Mental Health First Aid

October 2017 – October 2020

National Council for Behavioral Health

Substance Abuse Prevention Skills Training (SAPST)

Completed March 31, 2017

SAMHSA's Center for Application of Prevention Technologies

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

NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: Greater Seacoast Community Health

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
James Avrett	Chief Executive Officer	\$0.00	\$225,000.00
Erin Ross	Chief Financial Officer	\$0.00	\$167,003.00
Ashley Wright	Public Health Manager	\$71,760.00	\$71,760.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Sibbette
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.dbhs.nh.gov

July 11, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a contract with Greater Seacoast Community Health (VC# 65587), Somersworth, NH, in the amount of \$499,988 for the provision of statewide evidence-informed substance misuse prevention programs for young adults, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2024. 97% Federal Funds and 3% General Funds

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

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
PREVENTION SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Community Grants	92057502	\$254,889
2024	074-500589	Community Grants	92057502	\$245,099
			Total	\$499,988

EXPLANATION

The purpose of this request is for the provision of statewide evidence-informed substance misuse prevention programs for young adults entering or currently in the workforce who are between 18 and 25 years of age in order to mitigate risk factors associated with substance misuse by promoting positive and healthy choices that build resiliency.

Approximately 600 individuals will be served during State Fiscal Years 2023 and 2024.

According to the 2020 National Survey on Drug Use and Health, young adults aged 18-25 were less likely to perceive great risk of harm from habitual marijuana smoking, had the highest

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

rate of binge drinking compared to all other age groups in the United States, and had the highest rate of prescription pain misuse compared to all other age groups in the United States. Alcohol and substance misuse can have devastating consequences including, but not limited to injury, accidents, health problems, sleep disturbances, depression, anxiety and other mental and physical health impacts. For some, the pattern of substance misuse in young adulthood may lead to more problematic use and progress to the development of one or more substance use disorders. Having evidence-informed substance misuse prevention programs for young adults between 18 to 25 years of age who are entering or currently in the workforce has been shown to help mitigate risk factors associated with substance misuse. The Contractor will provide evidence-informed strategies that prevent or reduce the risk factors associated with substance misuse through education that promotes the prevention and reduction of problematic misuse of alcohol and other drugs and the development of skills to achieve positive health and behavioral health wellness.

The Department will monitor services by:

- Ensuring an 85% completion rate by program participants.
- Ensuring an increase in participant knowledge of the risks and consequences associated with substance misuse as measured by post-program evaluations.
- Ensuring an increased use of healthy coping mechanisms to prevent and reduce stress as measured by post-program evaluations.

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 April 6, 2022 through May 10, 2022. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

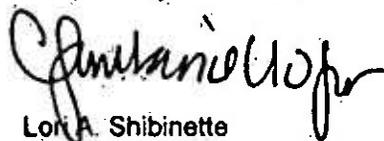
As referenced in Exhibit A, Revisions to Standard Agreements Provisions, Section 1, Subsection 1.1, of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the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

Should the Governor and Council not authorize this request, young New Hampshire adults may continue to experience drug and alcohol misuse at a rate higher than any other age demographic both in the State and nationally, which may result in higher rates of hospitalization, unemployment, homelessness, or premature death.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # **RFP-2023-BDAS-01-YOUNG**

Project Title **Young Adult Strategies for the Prevention and Reduction of Substance Misuse**

	Maximum Points Available	Greater Seacoast	North Country Health Consortium
Technical			
Knowledge (O1)	30	30	18
Experience (O2)	30	30	22
Advisory Council Engagement (O3)	25	25	18
Outreach (O4)	20	18	0
Business Engagement (O5)	30	27	17
Accessibility (O6)	15	14	12
Capacity (O7)	25	24	10
Implementation (O8)	15	12	12
Evaluation (O9)	10	10	8
Subtotal - Technical	200	190	117
Cost			
Budget (Appendix D)	70	85	47
Program Staff List (Appendix E)	30	30	15
Subtotal - Cost	100	95	62
TOTAL POINTS	300	285	179

Reviewer Name
1. Regine Flynn
2. Jill Burkler
3. Robert O'Hannon

Title
Student Assistance Program & Young Adult Strategies Coordinator
Operations Administrator III
Development Specialist

FORM NUMBER P-37 (version 12/11/2019)

Subject: RFP-2023-BDAS-01-YOUNG-01 (Young Adult Strategies for the Prevention and Reduction of Substance Misuse)

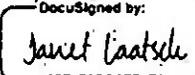
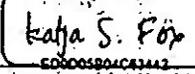
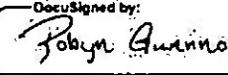
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS:

I. 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 010-092-3380-074	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$499,988
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 7/7/2022		1.12 Name and Title of Contractor Signatory Janet Laatsch CEO	
1.13 State Agency Signature DocuSigned by:  Date: 7/7/2022		1.14 Name and Title of State Agency Signatory Katja S. 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: 7/11/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 7/11/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.1.7, 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 1.1.3 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS
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Date 7/7/2022

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up four (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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide statewide evidence-informed substance misuse prevention programs in this agreement for young adults between 18 and 25 years of age entering or in the workforce and at risk of developing substance abuse; developing a mental health disorder; or becoming suicidal in order to mitigate risk factors associated with substance misuse by promoting positive protective factors.
- 1.2. The Contractor shall ensure services are available statewide.
- 1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.
- 1.4. The Contractor shall provide evidence-informed programs that mitigate risk factors associated with substance misuse that, at minimum are:
 - 1.4.1. Included in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Evidence-Based Practices Resource Center (<https://www.samhsa.gov/resource-search/ebp>), or a similar published list;
 - 1.4.2. Recognized by a peer review journal; or
 - 1.4.3. Endorsed as a promising practice that includes measurable results and have documented successful outcomes.
- 1.5. The Contractor shall provide evidence-informed workforce substance misuse prevention and mental health program(s) that may include, but are not limited to:
 - 1.5.1. Botvin LifeSkills® Training (LST), a research-validated substance misuse prevention program to reduce the risks of alcohol, tobacco, and drug misuse.
 - 1.5.2. InShape Prevention Plus Wellness, which is an evidence-based program designed to increase fitness, health and behaviors that include but are not limited to:
 - 1.5.2.1. Physical activity.
 - 1.5.2.2. Exercise.
 - 1.5.2.3. Healthy eating.
 - 1.5.2.4. Healthy sleep habits.
 - 1.5.2.5. Controlling stress.
 - 1.5.3. Other organizational wellness programs that are considered promising practices or deemed to be evidence based.

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sponsored/supported by the National Wellness Institute and promotes resiliency and personal coping skills.

- 1.6. The Contractor shall ensure programs are designed to increase individuals ability to recognize:
 - 1.6.1. The risks and consequences of substance misuse;
 - 1.6.2. Indicators of mental illness;
 - 1.6.3. Suicidal risk in themselves and others; and
 - 1.6.4. Indicators of stress.
- 1.7. The Contractor shall ensure individuals gain knowledge of early intervention, treatment and recovery resources and supports; and coping mechanisms to prevent and reduce substance misuse and other mental health issues.
- 1.8. The Contractor shall implement program(s) to fidelity of the selected model(s) or consult with the Department on any adaptations deemed necessary to meet the needs of participants. The Contractor shall:
 - 1.8.1. Collaborate with businesses, including but not limited to those that have the designation of, "Recovery Friendly" as determined by the Governor's Recovery Friendly Workplace initiatives;
 - 1.8.2. Coordinate all logistics of the program and ensure participants have information on how and where to access the program; and
 - 1.8.3. Ensure access to all programs and services by providing reasonable accommodations at no additional cost to participants, as needed. The Contractor shall ensure available accommodations include, but are not limited to:
 - 1.8.3.1. Interpreter services.
 - 1.8.3.2. Materials in multiple formats.
 - 1.8.3.3. Assistance identifying affordable childcare options, as needed.
 - 1.8.3.4. Assistance with identifying affordable and accessible transportation options, as needed.
- 1.9. The Contract shall recruit individuals aged eighteen (18) to thirty (30) to support public health network activities and ensure continuous engagement in the formation of a Young Adult Advisory Council (YAAC). The Contractor shall:
 - 1.9.1. Develop recruitment plans that involve partnering with the following stakeholders, which include, but are not limited to:
 - 1.9.1.1. Colleges and universities.

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- 1.9.1.2. Recovery Friendly Workplaces (RFWs).
- 1.9.1.3. Chambers of Commerce.
- 1.9.1.4. Community Organizations Serving the Target Population.
- 1.9.1.5. Job Training Programs and Adult Learning Programs.
- 1.9.1.6. Statewide Nonprofits and Advocacy Organizations.
- 1.9.1.7. Health and Wellness Businesses and Groups.
- 1.9.1.8. Regional Public Health Networks.
- 1.9.2. Plan for continuous engagement of the YAAC by:
 - 1.9.2.1. Emphasizing and supporting their roles as leaders by providing them with creative autonomy to market, develop, and implement the program;
 - 1.9.2.2. Ensuring opportunities for community-building and engagement;
 - 1.9.2.3. Offering consistency in meeting structure with flexible meeting options to limit barriers to participation;
 - 1.9.2.4. Establishing accountability and committing to following through on tasks and activities;
 - 1.9.2.5. Providing consistent communication in ways to be established by council members;
 - 1.9.2.6. Offering stipends for their involvement and other incentives as appropriate;
 - 1.9.2.7. Giving positive feedback and guidance either one-one or in council meetings; and
 - 1.9.2.8. Regularly engaging members in dialogue regarding their involvement, satisfaction, and future goals.
- 1.10. The Contractor shall plan and schedule a minimum of three (3) virtual or in-person train-the-trainer sessions for selected evidenced-based curriculums, of which one must be LST for YAAC members and partners, and social service agencies.
- 1.11. The Contractor shall implement an outreach plan that ensures the covered population has the information necessary to enroll in programs. The Contractor shall:
 - 1.11.1. Utilize the YAAC to develop an effective outreach plan.
 - 1.11.2. Create messaging that:

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- 1.11.2.1. Is concise;
- 1.11.2.2. Is trauma-informed;
- 1.11.2.3. Is culturally appropriate; and
- 1.11.2.4. Facilitates program enrollment for the covered population, easily.
- 1.11.2.5. Can be accessed on a smartphone or internet-based device.
- 1.11.2.6. Will be posted at optimal times for maximum engagement.
- 1.11.2.7. Can be shared with local news outlets, colleges, and universities.
- 1.11.2.8. May be a press release.
- 1.11.3. Utilize the reach of workgroup memberships to share information and resources.
- 1.11.4. Utilize Community Health Workers to create further outreach opportunities including, but not limited to:
 - 1.11.4.1. Homeless outreach via Community Action Partnership of Strafford County.
 - 1.11.4.2. The Indonesian community.
 - 1.11.4.3. Local libraries.
 - 1.11.4.4. Early childhood coalitions and family resource centers.
 - 1.11.4.5. Local farmer's markets to improve enrollment and engagement with SNAP recipients and WIC participants.
- 1.11.5. Utilize a print strategy to supplement digital materials that includes, but is not limited to:
 - 1.11.5.1. Flyers for distribution to businesses and non-profits.
 - 1.11.5.2. Advertisements in local newspapers.
- 1.12. The Contractor shall promote and implement programs to workforces for numerous businesses and career paths. The Contractor shall:
 - 1.12.1. Identify businesses to engage through outreach plan efforts described in 1.1.2 and through existing community partners.
 - 1.12.2. Engage with Recovery Friendly Workplaces (RFWs) and their workforces.
 - 1.12.3. Meet with human resources and other staff at all interested businesses to learn about needs and organizational goals regarding employee wellness.

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- 1.12.4. Provide virtual or in-person question and answer sessions with decision-makers about programming.
- 1.12.5. Share materials via an online resource library and/or print materials for distribution to employees as described in 1.14.
- 1.12.6. Participate in employer-sponsored events such as job fairs, health and wellness fairs, and community volunteering activities.
- 1.13. The Contractor shall provide and disseminate educational materials regarding local, state and national mental health and substance misuse resources of interest to program participants, including how to access the resources. The Contractor shall:
 - 1.13.1. Utilize nonprofit organizations, higher education institutions, and regional public health networks to disseminate relevant materials.
 - 1.13.2. Maintain a library of mental health and substance misuse treatment resources that:
 - 1.13.2.1. Are available in electronic and/or physical formats through referrals on behalf of participants; and
 - 1.13.2.2. Include support services available, eligibility criteria and insurance coverage that is accepted.
 - 1.13.3. Establish policies and procedures for processing referrals to mental health and substance misuse treatment providers on behalf of participants whose needs cannot be met by the program.
- 1.14. The Contractor shall collaborate with the Department to develop and implement policies, procedures, and an evaluation design and methodology for the services provided. The Contractor shall:
 - 1.14.1. Create policies and procedures relative to:
 - 1.14.1.1. Program eligibility and enrollment;
 - 1.14.1.2. Program participation and consent; and
 - 1.14.1.3. Protection of participant confidential information.
 - 1.14.2. Develop and implement a program evaluation design and methodology, including performance measures, to be approved by the Department, and conduct an evaluation of the services.
 - 1.14.3. Ensure policies, procedures and evaluation metrics are approved by the Department prior to implementation and are available to the Department upon request in electronic format.
- 1.15. The Contractor shall implement a plan to ensure access to services by

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providing reasonable accommodations at no additional cost to participants. The Contractor shall:

- 1.15.1. Coordinate with program partners to learn relevant background information needed for effective program delivery, including, not limited to:
 - 1.15.1.1. High-level demographics such as:
 - 1.15.1.1.1. Gender.
 - 1.15.1.1.2. Gender identity.
 - 1.15.1.1.3. Ages.
 - 1.15.1.1.4. Education.
 - 1.15.1.2. Preferred communication methods and frequency.
 - 1.15.1.3. Primary languages spoken.
 - 1.15.1.4. Cultural norms.
 - 1.15.1.5. Potential barriers to participation.
- 1.15.2. Utilize no-cost services wherever possible.
- 1.15.3. Offer virtual programming.
- 1.15.4. Offer in-person programming during business hours as often as possible.
- 1.15.5. Offer programming in familiar settings where individual workforces typically congregate.

1.16. Website and Social Media

- 1.16.1. The Contractor shall agree that if performance of services on behalf of the Department involves using social media or a website to solicit information of individuals, confidential data, or for marketing purposes, the Contractor shall work with the Department's Communications Bureau to ensure that any website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.
- 1.16.2. The Contractor shall agree that protected health information (PHI), personal information (PI), or other confidential information solicited either by social media, or the website, and maintained, stored or captured by the contractor, shall not be further disclosed beyond the scope of what is expressly provided in this contract. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit KYL the

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Business Associates Agreement Exhibit, and all applicable state rules and state and federal law. Unless specifically required by this contract and unless clear notice is provided to users of the website or social media, the Contractor shall agree that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

1.17. Reporting

1.17.1. The Contractor shall submit monthly reports in order for the Department to measure program effectiveness.

1.17.2. The Contractor shall provide the following de-identified on a monthly basis during the contract period. The Contractor shall agree that all aggregate and de-identified data must exclude information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information. The following de-identified and aggregated data shall be entered by the Contractor into a hosted online application, as required by the Department:

1.17.2.1. Number of individuals served.

1.17.2.2. Demographics of individuals served, including:

1.17.2.2.1. Gender.

1.17.2.2.2. Age.

1.17.2.2.3. Race.

1.17.2.2.4. Ethnicity.

1.17.2.2.5. Military Status.

1.17.2.2.6. Housing Status.

1.17.2.2.7. Economic Status.

1.17.2.3. Types and frequency of interventions implemented.

1.17.2.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions.

1.17.2.5. Documentation of progress toward meeting performance measures set forth in the evidence-informed or evidence-based intervention.

1.17.3. The Contractor shall determine and/or develop tool(s) for

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standardized data collection. The Contractor shall:

- 1.17.3.1. Determine how to track participant completion rates and sustained knowledge gain from data collected in pre and post-programming questionnaires as described in 1.18.7.
 - 1.17.3.2. Determine process measures with input from Greater Seacoast's Quality Team.
 - 1.17.3.3. Review the tools determined and or/developed with The Department for evaluation design and approval.
 - 1.17.4. The Contractor shall document program activities daily, in order to track:
 - 1.17.4.1. The number of people served;
 - 1.17.4.2. How much money is being spent on each activity; and
 - 1.17.4.3. The number of interventions implemented.
 - 1.17.5. The Contractor shall develop pre and post-program evaluations that measures participants' knowledge and attitudes regarding substance use, suicide, mental health and risk-taking prior to and at the end of program implementation.
 - 1.17.6. The Contractor is permitted to use brief questionnaires to be administered to participants throughout the course of programming in order to gauge sustained knowledge.
 - 1.17.7. The Contractor shall perform relevant data analysis of all evaluations and questionnaires for reporting purposes and to track performance measures.
 - 1.17.8. The Contractor shall provide other key data and metrics to the Department in a format specified by the Department, as needed.
- 1.18. Performance Measures
- 1.18.1. The Contractor shall ensure:
 - 1.18.1.1. An 85% completion rate of the program by program participants;
 - 1.18.1.2. A 10% increase from baseline of pre-program participant knowledge of:
 - 1.18.1.2.1. The risks and consequences of substance misuse; and

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- 1.18.1.2.2. The use of coping mechanisms to prevent and reduce stress as measured by the program evaluation described in section 1.10.

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. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

- 3.1.1. 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.

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

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

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement: "The preparation of this (report, document etc.) was financed under an

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Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

3.5. Eligibility Determinations

- 3.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines,

**New Hampshire Department of Health and Human Services
Young Adult Strategies for the Prevention and Reduction of Substance Misuse
EXHIBIT B**

policies and procedures.

- 3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 3.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

3.6. Compliance

- 3.6.1. Contractor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 3.6.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.
- 3.6.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 3.6.3.1. 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.
 - 3.6.3.2. 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.

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vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

3.6.3.3. 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.

3.6.3.4. 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.

3.7. Privacy Impact Assessment

3.7.1. Upon request, the selected Vendor must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

3.7.1.1.1. How PII is gathered and stored;

3.7.1.1.2. Who will have access to PII;

3.7.1.1.3. How PII will be used in the system;

**New Hampshire Department of Health and Human Services,
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3.7.1.1.4. How individual consent will be achieved and revoked; and

3.7.1.1.5. Privacy practices.

3.7.1.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

3.8. Background Checks

3.8.1. Prior to making an offer of employment or for volunteer work, the selected Vendor will, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:

3.8.1.1. Obtain and verify at least two (2) references for the person;

3.8.1.2. Submit the person's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;

3.8.1.3. Complete a criminal records check to ensure that the person has no history of:

3.8.1.3.1. Felony conviction; or

3.8.1.3.2. Any misdemeanor conviction involving:

3.8.1.3.2.1. Physical or sexual assault;

3.8.1.3.2.2. Violence;

3.8.1.3.2.3. Exploitation;

3.8.1.3.2.4. Child pornography;

3.8.1.3.2.5. Threatening or reckless conduct;

3.8.1.3.2.6. Theft;

3.8.1.3.2.7. Driving under the influence of drugs or alcohol; or

3.8.1.3.3. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and

3.8.2. Unless the selected Vendor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:

3.8.2.1. The individual's name is on the BEAS state registry;

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- 3.8.2.2. The individual has a record of a felony conviction; or
- 3.8.2.3. The individual has a record of any misdemeanors specified in Subparagraph 3.5.4.3.

3.8.3. The selected Applicant will ensure employees involved in delivering services through the resulting Agreement, will sign an attestation agreeing to access, view, store, and discuss confidential data in accordance with Federal and State laws and regulations and the Department's Exhibit K, Security Requirements, by signing an attestation. The Selected applicant shall ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

4. Records

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

- 4.1.1. 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.
- 4.1.2. 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.
- 4.1.3. 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.
- 4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon

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payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

DS
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7/7/2022

**New Hampshire Department of Health and Human Services
Young Adult Strategies for the Prevention and Reduction of Substance
Misuse**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 97.00%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959, FAIN T1083464 and T1084659.
 - 1.2. 3.00% General funds
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.invoicesforcontracts@dhhs.nh.gov or mailed to:

Program Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

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EXHIBIT C

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses 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. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. 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.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. 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.

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EXHIBIT C

- 8.4. 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.
- 8.5. 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.

New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name: <u>Greater Seacoast Community Health</u>			
Budget Request for: <u>Young Adult Strategies for the Prevention and Reduction of Substance Misuse</u>			
Budget Period: <u>SFY23 (July 1, 2022 - June 30, 2023)</u>			
Indirect Cost Rate (If applicable) <u>10.00%</u>			
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$56,080	\$0	\$56,080
2. Fringe Benefits	\$12,338	\$0	\$12,338
3. Consultants	\$37,500	\$0	\$37,500
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$12,000	\$0	\$12,000
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$5,400	\$0	\$5,400
6. Travel	\$5,000	\$0	\$5,000
7. Software	\$2,000	\$0	\$2,000
8. (a) Other - Marketing/Communications	\$8,000	\$0	\$8,000
8. (b) Other - Education and Training	\$10,000	\$0	\$10,000
8. (c) Other - Other (please specify)			
<i>Other (food for in-person meetings & trainings, if allowable)</i>	\$5,000	\$0	\$5,000
<i>Other (relationship-building activities for YA AC Members)</i>	\$3,400	\$0	\$3,400
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
9. Subcontracts	\$75,000	\$0	\$75,000
Total Direct Costs	\$231,718	\$0	\$231,718
Total Indirect Costs	\$23,172	\$0	\$23,172
TOTAL	\$254,889	\$0	\$254,889

Exhibit C-2

New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name:		Greater Seacoast Community Health	
Budget Request for:		Young Adult Strategies for the Prevention and Reduction of Substance Misuse	
Budget Period:		SFY24 (July 1, 2023 - June 30, 2024)	
Indirect Cost Rate (if applicable):		10.00%	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$56,080	\$0	\$56,080
2. Fringe Benefits	\$12,338	\$0	\$12,338
3. Consultants	\$37,500	\$0	\$37,500
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$10,000	\$0	\$10,000
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$1,500	\$0	\$1,500
6. Travel	\$5,000	\$0	\$5,000
7. Software	\$2,000	\$0	\$2,000
8. (a) Other - Marketing/Communications	\$10,000	\$0	\$10,000
8. (b) Other - Education and Training	\$5,000	\$0	\$5,000
8. (c) Other - Other (please specify)			
Other (food for in-person meetings, events & trainings)	\$5,000	\$0	\$5,000
Other (relationship-building activities for YAAC Members)	\$3,400	\$0	\$3,400
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$75,000	\$0	\$75,000
Total Direct Costs	\$222,818	\$0	\$222,818
Total Indirect Costs	\$22,282	\$0	\$22,282
TOTAL	\$245,099	\$0	\$245,099



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

Vendor Name: Greater Seacoast Community Health

7/7/2022

Date

DocuSigned by:

Janet Laatsch

Name: Janet Laatsch

Title: CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

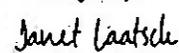
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name: Greater Seacoast Community Health

7/7/2022

Date

DocuSigned by:

 Name: Janet Laatsch
 Title: CEO

Vendor Initials 
 Date 7/7/2022

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President; Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Greater Seacoast Community Health

7/7/2022

Date

DocuSigned by:

Janet Laatsch

Name: Janet Laatsch

Title: CEO

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New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



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

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

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

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

Contractor Name: Greater Seacoast Community Health

7/7/2022

Date

DocuSigned by:

Janet Laatsch

Name: Janet Laatsch

Title: CEO

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Greater Seacoast Community Health

7/7/2022

Date

DocuSigned by:

Name: Janet Laatsch

Title: CEO

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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Date 7/7/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

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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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Contractor Initials

Date 7/7/2022



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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Contractor Initials HL

Date 7/7/2022

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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Contractor Initials

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Date 7/7/2022



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 by:
Katja S. Fox
 Signature of Authorized Representative
 Katja S. Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 7/7/2022
 Date

Greater Seacoast Community Health
 Name of the Contractor
Janet Laatsch
 Signature of Authorized Representative
 Janet Laatsch
 Name of Authorized Representative
 CEO
 Title of Authorized Representative
 7/7/2022
 Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
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: Greater Seacoast Community Health

7/7/2022

Date

DocuSigned by:

Janet Laatsch

Name: Janet Laatsch

Title: CEO

Contractor Initials

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Date 7/7/2022

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

- 1. The UEI (SAM.gov) number for your entity is: ZM91C8J2NY93
- 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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- 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