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

Lori A. Weaver
Interim Commissioner

Henry D. Lipman
Director

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March 21, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into a **Sole Source** agreement with HealthFirst Family Care Center, Inc. (VC #158221), Franklin, NH, in the amount of \$775,750 to establish and operate a Federally Qualified Health Center at the current Mascoma Community Health Center location in Canaan, NH, effective July 1, 2023, upon Governor and Council approval through the date the Contractor has fulfilled all obligations as specified in Exhibit C, Payment Terms. 100% General Funds.

Funds are anticipated to be available in the following account in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget.

05-95-47-470010-79370000 HHS: OFC OF MEDICAID SERVICES; DIVISION OF MEDICAID SERVICES; MEDICAID ADMINISTRATION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	101-500729	Medical Payments to Providers	47000054	\$775,750

EXPLANATION

This request is **Sole Source** because this was not competitively bid. The Department is a participant of a larger community and regional collaborative solution to maintain and improve primary health care services in the northwestern region of the State, as well as obtain Federally Qualified Health Center (FQHC) status in this rural underserved region of the State. The Contractor has agreed to work with the current operator of the Mascoma location and the larger collaborative of stakeholders to continue operations at the Mascoma location for a minimum of five (5) years.

The purpose of this request is for the Department to, in collaboration with a broad-based coalition of community, regional, and statewide stakeholders, support the Contractor to establish and operate an FQHC at the Mascoma Community Health Center location, at 18 Roberts Road, Canaan, NH, which is otherwise expected to cease operations. The Contractor will initiate operations at the Mascoma location upon receiving FQHC status approval by the Health Resources and Services Administration (HRSA). Should HRSA not approve FQHC status, there is no contractual obligation.

Approximately 1,000 Medicaid recipients and other low-income individuals with little to no insurance in the northwestern region, between the White Mountains region and the Connecticut River Valley region of the State, will receive primary health care services for a minimum of five (5) years.

The Contractor will ensure Medicaid recipients and other low-income individuals in the region with little to no insurance continue to have access to medical and dental services. In addition, the Contractor shall operate the Mascoma location for a minimum of five (5) years in a manner consistent with the requirements of an FQHC, and shall not reduce services in any manner unless any of the following conditions apply within the five (5) year period:

- Loss of 340B program status for HealthFirst through HRSA.
- Reduction by a total of more than 25% on an annual basis in net margin of the Contractor's 340B program as determined annually by independent auditors.
- Inability to recruit or retain sufficient providers or staff for the Mascoma location for a period of over six (6) months that jeopardizes the health and well-being of the patients in its care.
- Legal or regulatory concerns that result in the Contractor not being able to access or fully utilize the current Mascoma facility to its full use in support of patient care.
- Force Majeure in accordance with Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2, of the contract.
- A state or federally declared public health emergency that interrupts the Mascoma location's ability to operate.
- The Mascoma location's inability to be financially sustainable that impacts the Contractor's ability to meet the needs of the patient.
- Inability to maintain a lease agreement for the Mascoma location for reasons not within the Contractor's control.

The Contractor will reimburse the Department the total funding amount. The Contractor will reimburse the Department \$275,750 in 36 equal monthly payments beginning no later than July 31, 2025. The Contractor will reimburse the Department the balance of \$500,000, which will be reduced if a minimum of \$500,000 in private funding and other donated contributions, and remains operational at the Mascoma location for a minimum of five (5) years at/or above Mascoma's current existing operations. The schedule of reimbursement reductions is as follows:

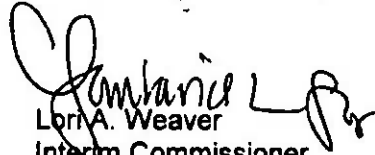
Contractor Operational at Mascoma Location:

- Less than twelve (12) months in operation: \$0 reduction
- One (1) year in operation: \$150,000 reduction
- Two (2) years in operation: \$150,000 reduction
- Three (3) years in operation: \$100,000 reduction
- Four (4) years in operation: \$50,000 reduction
- Five (5) years in operation: \$50,000 reduction

Should the Governor and Council not authorize this request, Medicaid recipients and other low-income individuals, and any other individuals who receive care through the existing provider in the northwestern region of the State, may not have timely access to medical and dental services.

Area served: Grafton County

Respectfully submitted,


Lora A. Weaver
Interim Commissioner

Subject: Community Health Care Center (SS-2023-DMS-01-COMMU-01)

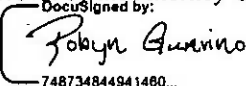
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name HealthFirst Family Care Center, Inc.		1.4 Contractor Address 841 Central Street, Franklin, NH 03235	
1.5 Contractor Phone Number 603-366-1070	1.6 Account Number 05-095-047-470010-7937-101-500729	1.7 Completion Date The completion date shall be the date the Contractor has fulfilled all obligations as specified in Exhibit C, Payment Terms.	1.8 Price Limitation \$775,750
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Russ Keene BB2398DF5954471...		4/12/2023 Date:	
1.12 Name and Title of Contractor Signatory Russ Keene CEO			
1.13 State Agency Signature Henry D. Lipman CF5D44D4F70D4E4...		4/12/2023 Date:	
1.14 Name and Title of State Agency Signatory Henry D. Lipman Medicaid 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: 4/13/2023 748734844941480...			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials Rk
Date 4/12/2023

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Community Health Care Center

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. 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.

1.2. The following provision is added as part of the Form P-37:

FORCE MAJEURE: Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**New Hampshire Department of Health and Human Services
Community Health Care Center**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall support the operation of a community health care center at the Mascoma Community Health Center, located at 18 Roberts Road, Canaan, NH (hereafter "Mascoma location"), to ensure the patient population in the greater Mascoma area, including Medicaid recipients and other low-income individuals with little to no insurance continue to have access to medical and dental services in the northwestern region of the State based on a sliding fee schedule.
- 1.2. The Contractor shall apply with the Health Resources and Services Administration (HRSA) for the Mascoma location to be designated as a Federally Qualified Health Center (FQHC), as defined in the Social Security Act § 1905.
- 1.3. Upon the Mascoma location being approved as an FQHC by HRSA, and the Contractor receiving a HRSA change in scope allowing the Mascoma site to be designated as an FQHC, the Contractor shall operate the Mascoma location in a manner consistent with the requirements of an FQHC and shall not reduce services in any manner unless any of the conditions identified in Subsection 1.5 below apply.
- 1.4. The Contractor must upon initiation of operations remain operational at the Mascoma location, as identified in Subsection 1.1, for a minimum of five (5) years to receive partial recoupment in accordance with Exhibit C, Payment Terms.
- 1.5. The Contractor shall not be required to remain fully operational for five (5) years should any of the following conditions apply:
 - 1.5.1. Loss of 340B program status for HealthFirst through HRSA.
 - 1.5.2. Reduction by a total of more than 25% on an annual basis in net margin of the Contractor's 340B program as determined annually by independent auditors.
 - 1.5.3. Inability to recruit or retain sufficient providers or staff for the Mascoma location for a period of over six (6) months that jeopardizes the health and well-being of the patients in its care.
 - 1.5.4. Legal or regulatory concerns that result in the Contractor not being able to access or fully utilize the current Mascoma facility to its full use in support of patient care.
 - 1.5.5. Force Majeure in accordance with Exhibit A, Special Provisions, Subsection 1.2 of the Agreement.
 - 1.5.6. A state or federally declared public health emergency that interrupts the Mascoma location's ability to operate.

**New Hampshire Department of Health and Human Services
Community Health Care Center**

EXHIBIT B

- 1.5.7. The Mascoma location's inability to be financially sustainable that impacts the Contractor's ability to meet the needs of the patient.
- 1.5.8. Inability to maintain a lease agreement for the Mascoma location for reasons not within the Contractor's control.

1.6. Deliverables

- 1.6.1. The Contractor shall submit documentation to the Department that verifies the source(s) of donated funds, as required in accordance with Exhibit C, Payment Terms, Subsection 4.2, constitute non-state funds, and is attested to by the Contractor and approved by the Department prior to the Department proving payment to the Contractor in accordance with Exhibit C, Payment Terms, Section 3.
- 1.6.2. The Contractor shall attest annually that it is operating at the Mascoma location as an FQHC at service levels in accordance with Subsection 1.3 above.

2. Exhibits Incorporated

- 2.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.
- 2.3. The Contractor must comply with Exhibits D-H and J, 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. Operation of Facilities: Compliance with Laws and Regulations

- 3.2.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must 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 must be required for the operation of the said facility or the performance of the

**New Hampshire Department of Health and Human Services
Community Health Care Center**

EXHIBIT B

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 must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

- 4.1. The Contractor must 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 must 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 must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Community Health Care Center

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% General Funds.
2. For the purposes of this Agreement, the Department has identified the Vendor as a Contractor, in accordance with 2 CFR 200.331.
3. A one-lump sum payment shall be made to the Contractor in an amount not to exceed the Price Limitation in block 1.8 of the Form P-37 within five (5) days of the Contractor initiating operations at the Mascoma location, in accordance with Exhibit B, Scope of Work, in the form of a check payable directly to the Contractor.
4. The Contractor shall reimburse the Department in full for the payment received, as specified in Section 3 above, as follows:
 - 4.1. \$275,750 must be reimbursed to the Department in 36 equal monthly payments via a direct check from the Contractor to the Department beginning 30 calendar days after the Department's approval of the Medicaid rate change request for the Contractor's Mascoma location, or July 31, 2025, whichever is earlier.
 - 4.2. The remaining \$500,000 of the payment identified in Section 3 above shall be reimbursed to the Department. Said amount shall be reduced based on a minimum of \$500,000 in private funding and other donated contributions having been raised for the purposes of the Contractor assuming operations of the Mascoma location, and remaining operational for a minimum of five (5) years at/or above Mascoma's current existing operations.
 - 4.2.1. Schedule of Reductions:
 - 4.2.1.1. One year: \$150,000 reduction
 - 4.2.1.2. Two years: \$150,000 reduction
 - 4.2.1.3. Three years: \$100,000 reduction
 - 4.2.1.4. Four years: \$50,000 reduction
 - 4.2.1.5. Five years: \$50,000 reduction
 - 4.3. To receive the reductions as specified in Subsection 4.2 and 4.4, the Contractor must provide documentation to the Department identifying that the source(s) of donated funds constitute non-state funds, which is attested to by the Contractor and approved by the Department.
 - 4.4. If the Mascoma location is not maintained by the Contractor for five (5) years, due to conditions not specified in Exhibit B, Scope of Work, Subsection 1.5, the Contractor must reimburse the Department in accordance with the table below in 36 monthly payments via direct check payment in accordance with the table below. After one full year in

**New Hampshire Department of Health and Human Services
Community Health Care Center**

EXHIBIT C

operation, if the Contractor operates a partial year, the amount of time operated in that year will be credited and is not reimbursable to the Department.

Reduction Each Year of Operation	Balance Owed if Operations End	36 Monthly Payments
Less than 12 months - \$0	\$500,000	\$13,889
One Year - \$150,000	\$350,000	\$9,722
Two Years - \$150,000	\$200,000	\$5,556
Three Years - \$100,000	\$100,000	\$2,778
Four Years - \$50,000	\$50,000	\$1,389
Five Years - \$50,000	\$0	N/A

5. The reductions identified in Subsection 4.4 above shall be provided in full if any of the conditions in Exhibit B, Scope of Work, Subsection 1.5 apply during the required five (5) year operations.
 - 5.1. The Contractor must provide evidence to the Department that supports the reduction in operations.
 - 5.2. The Department reserves the right to determine based on a standard of reasonableness and good faith, following receipt of the evidence provided by the Contractor, whether or not the reduction may apply.
6. Non-compliance with any of the terms of this agreement by the Contractor shall be considered a breach of this agreement unless any of the conditions of Exhibit B, Scope of Work, Subsection 1.5 apply. If a breach of agreement occurs, the Department shall have the right to recoup the Contract Price Limitation as specified in block 1.8 of the Form P-37, less any payments made in accordance with Section 4.1, and less any reductions applied in accordance with Subsection 4.2. This recoupment shall be applied to any future calculated Medicaid payments via a direct check from the Contractor to DHHS within a period of five (5) years. This period may be reasonably extended should any of the conditions in Exhibit B, Scope of Work, Subsection 1.5 apply. The Department shall provide a notice of default to the Contractor before such offsets to future payments occur.
7. Audits
 - 7.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 7.1.1. 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.

DS
RK

**New Hampshire Department of Health and Human Services
Community Health Care Center**

EXHIBIT C

- 7.1.2. 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.
- 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 7.2. 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.
 - 7.2.1. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials

DS
RK

Date 4/12/2023



New Hampshire Department of Health and Human Services
Exhibit D

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

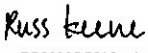
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: HFF

4/12/2023

Date

DocuSigned by:

 Name: Russ Keene
 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: HFF

4/12/2023

Date

DocuSigned by:

Russ Keene

Name: Russ Keene

Title: CEO

DS
Rk

Vendor Initials

4/12/2023

Date

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

Exhibit F – Certification Regarding Debarment, Suspension
And Other Responsibility Matters

Contractor Initials

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RK



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: HFF

4/12/2023

Date

DocuSigned by:
Russ Keene
Name: Russ Keene
Title: CEO

Contractor Initials *RS*
Date 4/12/2023



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

DS
RK

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: HFF

4/12/2023

Date

DocuSigned by:

Russ Keene

Name: Russ Keene

Title: CEO

Exhibit G

Contractor Initials

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RK

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: HFF

4/12/2023

Date

DocuSigned by:

Russ Keene

Name: Russ Keene

Title: CEO

New Hampshire Department of Health and Human Services




Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT**

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

Contractor Initials  Date 4/12/2023



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: HFF

4/12/2023

Date

DocuSigned by:

Russ Keene

Name: RUSS Keene

Title: CEO

DS
RK

Contractor Initials

Date 4/12/2023



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.

- The UEI (SAM.gov) number for your entity is: 3QCX4
- 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 X YES

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

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

- 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 X YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
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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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...
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity...
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164...
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule...
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...
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard...

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...
2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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

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 HEALTHFIRST FAMILY CARE CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 23, 1996. 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: 248976

Certificate Number: 0006201592



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th 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, **Michael Stanley**, hereby certify that:
(Name of the elected Officer of the Corporation/LLC)

1. I am a duly elected **Chairman of the Board of Directors for the Nonprofit Corporation HealthFirst Family Care Center, Inc.**
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 **March 28, 2023**, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **Russell Keene, HealthFirst President/CEO** is duly authorized on behalf of this Corporation to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 4-4-23


Signature

Name: Michael Stanley

Title: Chairman, HealthFirst Board of Directors



HEALFIR-01

PCANTLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/18/2022

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 #
INSURED HealthFirst Family Care Center, Inc. 841 Central St Franklin, NH 03235	INSURER A: Citizens Ins Co of America		31534
	INSURER B: AmTrust Financial Services, Inc.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OBVA044172	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBVA044172	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OBVA044172	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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	SWC1394026	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Archways is an additional insured for General Liability as lessor of premise for 175 Central Street, Franklin NH 03235.

CERTIFICATE HOLDER

NH-DHHS 129 Pleasant St. 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 <i>Monique Ruth</i>
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HealthFirst Family Care Center Mission Statement

Through dedication, respect, and compassion for our patients and one another, we aim to inspire hope, and to advance the health and well-being of both our community and our staff.

New "tag line" – Where we put YOUR health, first.

Where we put YOUR health, first.





FINANCIAL STATEMENTS

and

REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS AND THE UNIFORM GUIDANCE

September 30, 2022 and 2021

With Independent Auditor's Reports





INDEPENDENT AUDITOR'S REPORT

Board of Directors
HealthFirst Family Care Center, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of HealthFirst Family Care Center, Inc. (the Organization), which comprise the balance sheets as of September 30, 2022 and 2021, and the related statements of operations and changes in net assets, functional expenses 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 September 30, 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.

Responsibilities of Management for the Financial Statements

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

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

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.

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 January 31, 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
January 31, 2023

HEALTHFIRST FAMILY CARE CENTER, INC.

Balance Sheets

September 30, 2022 and 2021

ASSETS

	<u>2022</u>	<u>2021</u>
Current assets		
Cash and cash equivalents	\$ 3,241,036	\$ 2,946,398
Short-term certificates of deposit	936,933	935,086
Patient accounts receivable	603,886	736,592
Grants receivable	546,838	113,256
Other current assets	<u>-</u>	<u>701</u>
Total current assets	5,328,693	4,732,033
Long-term certificates of deposit	57,043	56,742
Assets limited as to use	204,326	195,190
Property and equipment, net	<u>1,653,559</u>	<u>1,606,940</u>
Total assets	<u>\$ 7,243,621</u>	<u>\$ 6,590,905</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 121,040	\$ 200,020
Accrued payroll and related expenses	674,080	501,192
Due to third-party payers	483,055	296,297
Deferred revenue	69,854	68,372
Provider Relief Fund refundable advance	74,234	-
Current portion of long-term debt	<u>62,594</u>	<u>60,162</u>
Total current liabilities	1,484,857	1,126,043
Long-term debt, less current portion	<u>1,316,264</u>	<u>1,377,667</u>
Total liabilities	2,801,121	2,503,710
Net assets		
Without donor restrictions	<u>4,442,500</u>	<u>4,087,195</u>
Total liabilities and net assets	<u>\$ 7,243,621</u>	<u>\$ 6,590,905</u>

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Operations and Changes in Net Assets

Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating revenue		
Net patient service revenue	\$ 5,985,581	\$ 5,308,955
Grants, contracts and contributions	2,545,307	3,244,583
Other operating revenue	<u>23,661</u>	<u>156,715</u>
Total operating revenue	<u>8,554,549</u>	<u>8,710,253</u>
Operating expenses		
Salaries and wages	4,615,736	4,155,669
Employee benefits	978,936	918,513
Program supplies	546,508	497,066
Contracted services	914,576	606,227
Occupancy	145,625	145,524
Information technology	385,304	561,253
Other	489,481	547,518
Depreciation	67,208	66,230
Interest	<u>55,870</u>	<u>58,205</u>
Total operating expenses	<u>8,199,244</u>	<u>7,556,205</u>
Excess of revenue over expenses	355,305	1,154,048
Grants for capital acquisition	<u>-</u>	<u>10,732</u>
Increase in net assets without donor restrictions	355,305	1,164,780
Net assets, beginning of year	<u>4,087,195</u>	<u>2,922,415</u>
Net assets, end of year	<u>\$ 4,442,500</u>	<u>\$ 4,087,195</u>

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Functional Expenses

Years Ended September 30, 2022 and 2021

	<u>2022</u>		
	<u>Healthcare Services</u>	<u>Support Services</u>	<u>Total</u>
Salaries and wages	\$ 3,914,418	\$ 701,318	\$ 4,615,736
Employee benefits	830,196	148,740	978,936
Program supplies	546,508	-	546,508
Contracted services	782,396	132,180	914,576
Occupancy	123,499	22,126	145,625
Information technology	326,761	58,543	385,304
Other	415,109	74,372	489,481
Depreciation	56,996	10,212	67,208
Interest	<u>47,381</u>	<u>8,489</u>	<u>55,870</u>
Total operating expenses	<u>\$ 7,043,264</u>	<u>\$ 1,155,980</u>	<u>\$ 8,199,244</u>
	<u>2021</u>		
	<u>Healthcare Services</u>	<u>Support Services</u>	<u>Total</u>
Salaries and wages	\$ 3,461,919	\$ 693,750	\$ 4,155,669
Employee benefits	765,175	153,338	918,513
Program supplies	497,066	-	497,066
Contracted services	479,050	127,177	606,227
Occupancy	121,230	24,294	145,524
Information technology	467,557	93,696	561,253
Other	456,115	91,403	547,518
Depreciation	55,174	11,056	66,230
Interest	<u>48,488</u>	<u>9,717</u>	<u>58,205</u>
Total operating expenses	<u>\$ 6,351,774</u>	<u>\$ 1,204,431</u>	<u>\$ 7,556,205</u>

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Cash Flows

Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ 355,305	\$ 1,164,780
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	67,208	66,230
Grants for capital acquisition	-	(10,732)
(Increase) decrease in the following assets		
Patient accounts receivable	132,706	(63,974)
Grants receivable	(433,582)	162,263
Other current assets	701	42,594
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(78,980)	74,233
Accrued payroll and related expenses	172,888	(29,297)
Due to third-party payers	186,758	296,297
Deferred revenue	1,482	18,182
Provider Relief Fund refundable advance	74,234	(502,578)
Paycheck Protection Program refundable advance	-	(10,000)
COVID-19 Emergency Healthcare System Relief Fund refundable advance	-	(250,000)
Net cash provided by operating activities	<u>478,720</u>	<u>957,998</u>
Cash flows from investing activities		
Capital expenditures	(113,827)	(74,971)
Reinvestment of certificates of deposit interest	<u>(2,148)</u>	<u>(2,503)</u>
Net cash used by investing activities	<u>(115,975)</u>	<u>(77,474)</u>
Cash flows from financing activities		
Repayments on line of credit	-	(14,835)
Grants for capital acquisition	-	10,732
Principal payments on long-term debt	<u>(58,971)</u>	<u>(56,634)</u>
Net cash used by financing activities	<u>(58,971)</u>	<u>(60,737)</u>
Net increase in cash and cash equivalents and restricted cash	303,774	819,787
Cash and cash equivalents and restricted cash, beginning of year	<u>3,141,588</u>	<u>2,321,801</u>
Cash and cash equivalents and restricted cash, end of year	<u>\$ 3,445,362</u>	<u>\$ 3,141,588</u>

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Cash Flows (Concluded)

Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Composition of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	\$ 3,241,036	\$ 2,946,398
Assets limited as to use	<u>204,326</u>	<u>195,190</u>
	<u>\$ 3,445,362</u>	<u>\$ 3,141,588</u>
Supplemental cash flow disclosure		
Cash paid for interest	<u>\$ 55,870</u>	<u>\$ 58,205</u>

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2022 and 2021

Organization

HealthFirst Family Care Center, Inc. (the Organization) is a not-for-profit corporation organized in the State of New Hampshire. The Organization is a Federally Qualified Health Center (FQHC), providing high-quality primary healthcare, treatment, prevention, and education services required by the residents in the Twin Rivers Region of New Hampshire, commensurate with available resources, and coordinating and cooperating with other community and regional healthcare providers to ensure the people of the region the fullest possible range of health services.

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 require 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. There were no net assets with donor restrictions at September 30, 2022 and 2021.

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. 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.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2022 and 2021

COVID-19 and Relief Funding

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 State of New Hampshire and the Centers for Disease Control and Prevention, the Organization took steps to create safe distances between both staff and patients. Medical and behavioral health patient visits were done through telehealth when appropriate.

During 2022, the Organization received distributions of \$455,678 from the Provider Relief Fund (PRF) and American Rescue Plan (ARP) Rural Distribution (collectively, the Funds), which are funds to support healthcare providers in responding to the COVID-19 outbreak. The Funds are being administered by the U.S. Department of Health and Human Services (HHS). The Funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19 through December 31, 2022. Unexpended funds at September 30, 2022 are reported as refundable advances in the balance sheet.

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

Cash and Cash Equivalents and Certificates of Deposit

Cash and cash equivalents consist of business checking and savings accounts, certificates of deposit with an original maturity of three months or less and petty cash funds. Certificates of deposit are set to autorenew for the same term upon maturity. Those with original maturity dates greater than three months but less than twelve months are reported as short-term and those with original maturity dates greater than twelve months are reported as long-term.

The Organization maintains cash and certificate of deposit balances at several financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At various times throughout the year, the Organization's balances may exceed FDIC insurance. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk.

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.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2022 and 2021

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations as follows:

- Medical, behavioral health 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 pharmacy services are measured when the prescription is dispensed to the patient as reported by the pharmacy administrator.

The majority of the Organization's performance obligations are satisfied at a point in time.

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. Patient service revenue by payer is presented in Note 7.

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 based on the lesser of actual charges or prospectively set rates for all FQHC services provided to a Medicare beneficiary on the same day. 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. Certain other 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.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2022 and 2021

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.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount program and certain other programs. The Organization estimates the costs associated with providing 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 eligible patients. The estimated cost of providing services to patients under the Organization charity care programs amounted to \$125,159 and \$50,507 for the years ended September 30, 2022 and 2021, respectively. The Organization is able to provide these services with a component of funds received through local community support and federal grants.

For uninsured patients who do not qualify under the Organization's charity care programs, 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.

340B Contract Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization contracts with local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill commercial insurances on behalf of the Organization. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions which would reduce the transaction price. The Organization recognizes revenue in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription after the amount has been determined by the pharmacy benefits manager.

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.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2022 and 2021

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. U.S. GAAP requires disclosure of opening balances of contracts receivable, which amounted to \$672,618 at October 1, 2020.

Patient accounts receivable consisted of the following as of September 30:

	<u>2022</u>	<u>2021</u>
Medical and dental patient accounts receivable	\$ 527,063	\$ 548,279
Contract 340B pharmacy program receivables	<u>76,823</u>	<u>188,313</u>
Total patient accounts receivable	<u>\$ 603,886</u>	<u>\$ 736,592</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	26 %	27 %
Medicaid	47 %	39 %
Commercial payers	26 %	19 %
Patient	<u>1 %</u>	<u>15 %</u>
Total	<u>100 %</u>	<u>100 %</u>

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

The Organization receives a significant amount of grants from HHS. As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2022 and 2021, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 69% and 90%, respectively, of grants, contracts and contributions revenue.

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.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2022 and 2021

The Organization has been awarded cost reimbursable grants that have not been recognized at September 30, 2022 because qualifying expenditures have not yet been incurred as follows:

	<u>Amount</u>	<u>Available Through</u>
Health Center Program	\$ 1,300,003	February 28, 2023
American Rescue Plan Act Funding for Health Centers	753,086	March 31, 2023
FY 2022 American Rescue Plan Uniform Data System Patient-Level Submission (ARP-UDS+)	<u>65,500</u>	March 31, 2023
Total grant funds available	<u>\$ 2,118,589</u>	

Assets Limited as to Use

Assets limited as to use include cash and cash equivalents set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, and assets designated by the Board of Directors for specific projects or purposes as discussed further in Note 3.

Property and Equipment

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

Contributions

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

Donated Pharmaceuticals

The Organization acts as a conduit for pharmaceutical company patient assistance programs. The Organization provides assistance to patients in applying for and distributing prescription drugs under the programs. The value of the prescription drugs distributed by the Organization to patients is not reflected in the accompanying financial statements. The Organization estimates that the value of prescription drugs distributed by the Organization for the years ended September 30, 2022 and 2021 was \$311,204 and \$159,922, respectively.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2022 and 2021

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function; therefore, these expenses require allocation on a reasonable basis that is consistently applied. As the Organization is a service organization, such expenses, which include employee benefits, occupancy, depreciation, interest, and other operating expenses, are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages.

Excess of Revenue Over Expenses

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

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through January 31, 2023, the date that 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 certificates of deposit. The Organization had average days cash and cash equivalents and certificates of deposit on hand (based on normal expenditures) of 190 and 192 at September 30, 2022 and 2021, respectively.

Financial assets available for general expenditure were as follows at September 30:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 3,241,036	\$ 2,946,398
Short-term certificates of deposit	936,933	935,086
Patient accounts receivable, net	603,886	736,592
Grants receivable	<u>546,838</u>	<u>113,256</u>
Financial assets available	<u>\$ 5,328,693</u>	<u>\$ 4,731,332</u>

The Organization has certain board-designated assets limited to use which are available for general expenditure within one year in the normal course of operations upon obtaining approval from the Board of Directors. The Organization has other assets limited to use under certain loan agreements which are available for general expenditure within one year for maintenance and repairs on the Organization's buildings upon obtaining approval from the lenders. Accordingly, these assets have not been included in the qualitative information above.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2022 and 2021

3. Assets Limited as to Use

Assets limited as to use are made up of cash and cash equivalents which are to be used for the following purposes at September 30:

	<u>2022</u>	<u>2021</u>
Repairs and maintenance on the real property collateralizing loans with the United States Department of Agriculture, Rural Development (Rural Development)	\$ <u>107,090</u>	\$ <u>105,429</u>
Board-designated for		
Working capital	40,000	40,000
Capital improvements	<u>57,236</u>	<u>49,761</u>
Total board-designated	<u>97,236</u>	<u>89,761</u>
Total	<u>\$ 204,326</u>	<u>\$ 195,190</u>

4. Property and Equipment

Property and equipment consisted of the following at September 30:

	<u>2022</u>	<u>2021</u>
Land	\$ 109,217	\$ 109,217
Building and improvements	2,152,726	2,136,441
Furniture and equipment	<u>179,772</u>	<u>179,772</u>
Total cost	2,441,715	2,425,430
Less accumulated depreciation	<u>949,937</u>	<u>882,729</u>
	1,491,778	1,542,701
Construction in progress	<u>161,781</u>	<u>64,239</u>
Property and equipment, net	<u>\$ 1,653,559</u>	<u>\$ 1,606,940</u>

Construction in progress relates to the renovation of the Organization's facilities. The projects are primarily funded by government grants which have been awarded in the amount of \$2,555,649 and are available for use through September 2024 and June 2025.

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.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2022 and 2021

5. Long-Term Debt

Long-term debt consists of the following at September 30:

	<u>2022</u>	<u>2021</u>
4.125% promissory note payable to Rural Development through March 2037, paid in monthly installments of \$8,186, including interest. The note is collateralized by all tangible property owned by the Organization.	\$ 1,068,728	\$ 1,121,668
3.375% promissory note payable to Rural Development, through May 2052, paid in monthly installments of \$1,384, including interest. The note is collateralized by all tangible property owned by the Organization.	<u>310,130</u>	<u>316,161</u>
Total	<u>1,378,858</u>	1,437,829
Less current portion	<u>62,594</u>	<u>60,162</u>
Long-term debt, less current portion	<u>\$ 1,316,264</u>	<u>\$ 1,377,667</u>

Maturities of long-term debt are as follows at September 30:

2023	\$	62,594
2024		64,146
2025		66,788
2026		69,540
2027		72,405
Thereafter		<u>1,043,385</u>
Total		<u>\$ 1,378,858</u>

6. Net Assets

Net assets without donor restrictions are designated for the following purposes at September 30:

	<u>2022</u>	<u>2021</u>
Undesignated	\$ 4,345,264	\$ 3,997,434
Board-designated (see Note 3)	<u>97,236</u>	<u>89,761</u>
Total	<u>\$ 4,442,500</u>	<u>\$ 4,087,195</u>

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2022 and 2021

7. Net Patient Service Revenue

Net patient service revenue was as follows for the years ended September 30:

	<u>2022</u>	<u>2021</u>
Gross charges	\$ 7,478,288	\$ 5,786,824
Less: Contractual adjustments and implicit price concessions	(2,884,264)	(1,872,977)
Charity care discounts	<u>(122,705)</u>	<u>(42,446)</u>
Net medical and behavioral health patient service revenue	4,471,319	3,871,401
340B contract pharmacy revenue	<u>1,514,262</u>	<u>1,437,554</u>
Total net patient service revenue	<u>\$ 5,985,581</u>	<u>\$ 5,308,955</u>

Revenue from patients and third-party payers, net of allowances and adjustments, was as follows for the years ended September 30:

	<u>2022</u>	<u>2021</u>
Governmental plans		
Medicare	14 %	18 %
Medicaid	64 %	62 %
Commercial payers	20 %	16 %
Patient	<u>2 %</u>	<u>4 %</u>
Total	<u>100 %</u>	<u>100 %</u>

8. Retirement Plan

The Organization has a defined contribution plan covering eligible employees. The Organization contributed \$160,379 and \$101,154 for the years ended September 30, 2022 and 2021, respectively.

9. Malpractice

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 September 30, 2022, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of either FTCA or medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2022 and 2021

10. Litigation

From time-to-time certain complaints are filed against the Organization in the ordinary course of business. Management vigorously defends the Organization's actions in those cases and utilizes insurance to cover material losses. In the opinion of management, there are no matters that will materially affect the Organization's financial statements.

SUPPLEMENTARY INFORMATION

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2022

Federal Grantor/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>			
Health Center Program Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		\$ 214,900
COVID-19 Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		<u>553,539</u>
Total AL 93.224			768,439
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		<u>995,959</u>
Total Health Center Program Cluster			1,764,398
<u>Pass-Through</u>			
State of New Hampshire Department of Health and Human Services			
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	102-500731/90080081	6,146
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080000	56,760
Bi-State Primary Care Association, Inc.			
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>119,672</u>
Total U.S. Department of Health and Human Services			<u>1,946,976</u>
<u>U.S. Department of Treasury</u>			
<u>Pass-Through</u>			
Bi-State Primary Care Association, Inc.			
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	n/a	161,133
<u>U.S. Department of Agriculture</u>			
<u>Direct</u>			
Community Facilities Loans and Grants	10.766		<u>1,437,829</u>
Total Expenditures of Federal Awards			<u>\$ 3,545,938</u>

The accompanying notes are an integral part of this schedule.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Schedule of Expenditures of Federal Awards

Year Ended September 30, 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**

HealthFirst Family Care Center, Inc. (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.

4. **Loan Programs**

The Organization has a promissory note outstanding through the U.S. Department of Agriculture (USDA). As required, the Schedule reflects the outstanding balance as of October 1, 2021 of \$1,437,829. The balance outstanding at September 30, 2022 was \$1,378,858.



**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
HealthFirst Family Care Center, Inc.

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 HealthFirst Family Care Center, Inc. (the Organization), which comprise the balance sheet as of September 30, 2022, and the related statements of operations and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 31, 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
HealthFirst Family Care Center, Inc.

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
January 31, 2023



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

Board of Directors
HealthFirst Family Care Center, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

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

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; 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.

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 each 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
HealthFirst Family Care Center, Inc.

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

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

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 31, 2023

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Findings and Questioned Costs

Year Ended September 30, 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>
10.766	Health Center Program Cluster Community Facilities Loans and Grants

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

HEALTH FIRST FAMILY CARE CENTER, INC.
Board of Directors Listing

HealthFirst Family Care Center - Board of Directors List

Last	First	Title	Classification	Zip	Start Date	Current Term	Expires
Burns	Scott	Director	Community Representative	03235	Jun 2015	Jun 2021 to 2024	Jun 2024
Everett	Myla	Director	Client Representative	03235	Oct 2019	Mar 2022 to 2025	Mar 2025
Lennon	Michelle	Vice Chair	Client Representative	03223	Jun 2015	Mar 2022-Mar 2023	Mar 2023
Lunt	Susan	Director	Agency Representative	03235	Mar 2018	Mar 2021 to 2024	Mar 2024
Merriman	Christine	Director	Client Representative	03276	Mar 2017	Mar 2020 to 2023	Mar 2023
Purslow	William	Secretary/Treasurer	Community Representative	03246	Jun 2014	Mar 2022-Mar 2023	Mar 2023
Sanchez	Dawn	Director	Client Representative	03235	July 2020	Jul 2020 to Jul 2023	Jul 2023
St. Jacques, Sr.	Robert	Director	Client Representative	03235	Jun 2017	Jun 2020 to 2023	Jun 2023
Stanley	Michael	Chair	Client Representative	03243	Jul 2012	Mar 2022-2023	Mar 2023
Wells	James	Director	Client Representative	03235	Mar 2005	Mar 2022-Mar 2025	Mar 2025
Wnuk	Susan	Director	Agency Representative	03302	Mar 2009	Mar 2021 to 2024	Mar 2024
Hollis	Leroy	Director	Client Representative	03235	July 2022	July 2022-July 2025	July 2025
Swett	Dennis	Director	Client Representative	03246	Jan 2023	Jan 2023 - Jan 2026	Jan 2026
Wolff	Stephanie	Director	Client Representative	03235	Feb 2023	Feb 2023 - Feb 2025	Feb 2026

Russell G. Keene

A visionary, innovative, out of the box thinker who leads by example. A calming presence, influential, motivator, consensus builder, and results orientated.

President, Chief Executive Officer

HealthFirst Family Care Center, Inc. (FQHC) | Franklin, NH | 09-2019 - Present

- Leads the Board of Directors, Senior Management and community partners to create a shared vision of strategic goals for organizational improvement and growth, scope and quality of programs and services, resource development and allocation, and measurable impact on health status for targeted and community population groups.
- Proactively educates elected officials at the federal, state and local levels on issues that impact the mission of HealthFirst. Identifies areas for possible expansions and ways that the HealthFirst can better achieve its mission.
- Works strategically with the Chief Medical Officer (CMO) to develop and grow the medical services and position HealthFirst as a PCMH.
- Sets strategic direction for agency's short and long-term financial growth.
- Oversees, mentors and develops the Board of Directors, CFO and Staff in implementation of annual fundraising plan and Grant development. Develops substantial collaborative relationships with other organizations that can support the HealthFirst strategic goals.
- Oversees and mentors the Practice manager and Quality Coordinator on quality improvement and compliance; and marketing. Monitors effective organizational performance as it relates to all local, State, and Federal laws and regulations.
- Works strategically with the Human Resources (HR) Director to: create an agency culture that is centered on customer service, ensure that HealthFirst's most valuable asset is effectively used and supported and that all applicable laws and regulations are followed. Leads change management strategies and manages organizational change. Builds an effective and powerful management team; develops and leads the management team's growth and development.

Executive Manager State Opioid Response

Department of Health and Human Services | Concord, NH | 01-15-19 – 9-2019

- Provides strategic leadership and planning, programmatic oversight and operational direction for Federal and State funded initiatives (\$60MIL grant) aimed at addressing the opioid crisis. Acts as official representative of the Department of Health and Human Services (DHHS) with internal and external stakeholders and key State leadership to identify opportunities and strategies for statewide coordination of opioid efforts that meet the State's long-range goals and priorities.
- Reviews, develops and implements current and future-funded Opioid Use Disorder (OUD) initiatives.
- Oversees and directs coordination among varied and multiple sources of Federal and State funds.
- Develops and maintains strong working relationships with executive-level leadership and agencies for the state including but not limited to the Governor's Office, Attorney General, Department Commissioners, and key legislative leadership.
- Leads, directs and supports collaboration with DHHS Divisions.
- Serves as the Commissioner's designee with other State agencies seeking to access Federal or State funds.
- Oversees the development of performance criteria and measures of success for OUD services.
- Advises and consults with staff on processes for grant applications, requests for proposals and contracting related to OUD services.
- Directs and monitors the collection and reporting of data and information related to SOR-funded initiatives to SAMHSA.

President, Chief Financial Officer

North Country Healthcare | Berlin, NH | 12-31-15 – 12-31-17

- **Dynamic results-oriented problem solver;** driving force and visionary behind the effort to design and implement an innovative multi-hospital system in rural Northern New Hampshire, increasing patient

access to comprehensive care with state of the art technology while saving multiple organizations millions of dollars. Established financial improvement plan and delivered positive operating margins at each institution.

- **Business strategist;** assisted in the development of a successful Accountable Care Organization (ACO) that achieved Medicare Shared Savings. This prepared the system for risk-based contracting.
- **Regulatory knowledge;** merged two large Home Health Agencies as authorized by State Attorney General.
- **Advanced senior leadership management;** successfully managed senior leaders to achieve strategic planning objectives. Developed a consensus as to strategic objectives and the associated tactical goals.
- **Versatile team member;** innate ability to adapt to any situation and contribute at any level. Distinct ability to lead, drive and hold team members accountable while facilitating an environment of teamwork and continuous improvement.
- **Operations Management;** diverse skill set with detailed understanding of HealthCare Operations and 22 years of experience
- **Customer focused;** participated in the development of new regional access for patients. Worked with the senior medical staff to develop a new call center to assist patients.
- **Articulate, confident speaker;** comfortable presenting to groups of any size. Possess the ability to delineate complex ideas to wide audiences and facilitate inclusive discussions.

Key Accomplishments

- **Visionary behind North Country Healthcare, a \$7 Million savings in 18 months;** in rural New Hampshire, providing quality healthcare locally had become an extreme challenge over the last two decades. Attracting the best talent was equally challenging and having access to state of the art technology was fiscally impossible. A vision was developed to shape rural New Hampshire's healthcare for decades to come by allowing the four major hospitals in this distinct area to share resources, increase the buying and negotiating power of the organizations, and providing affordable best in class healthcare locally that can be sustained in the future. This success was the culmination of a two-year process and included convincing 4 previously competitive service areas to join forces in order to meet the challenges of a fluid healthcare environment. In addition, worked tirelessly with regulations to receive approval for the system to move forward.
- Participated in the development of a Regional Accountable Care Organization (ACO) that has created a decrease in costs of over \$5M. This effort was successful due to the collaborative effort of each institution and concurrently mobilizing the medical staff(s) to understand common goals.
- Worked with State Legislative Branch to gain support for regulatory reimbursement enhancement. This effort entailed working with various legislators to clearly define further, the merits of our request. The result was ultimate stabilization of our Obstetrics Birthing (OB) programs in the North Country.
- Re-aligned Home Health operation to eliminate a \$1.3M loss and achieve break-even status by hiring new leadership, instituting new cost controls, and, accelerating marketing efforts.

President, Chief Executive Officer

Androscoggin Valley Hospital | Berlin, NH | 06-01-02 – 12-31-15

- **Experienced Executive;** 13+ years of experience as Chief Executive Officer. Created financial stability in a highly challenging environment as the county we serviced is the most economically challenged and concurrently the sickest region in the entire state.
- **Leadership exemplified through relationships and communication;** obtained Critical Access Hospital (CAH) designation. This designation was an essential element of economic sustainability.
- **Diverse operational knowledge;** broad understanding of all hospital operations. Oversaw three separate Bond issues and the conversion of a Defined Benefit Plan to a Defined Contribution Plan. Bond issues were essential for facility improvements. Received an A- rating from Standard's Poors reflecting the collaborative networks which led to better healthcare for patients while also having a significant residual impact on recruiting top specialists.
- **Proponent of culture;** understands the importance of culture and adapting organizational goals and objectives. Worked to create commonality among the 500 employees.

- **Customer focused;** Partnered with tertiary facilities to expand clinical offerings to allow patients access to care previously only accessible at great distances. Successful in building new specialty lines to meet the demands and drive new revenue.
- **Confident decision maker;** comfortable making tough decisions based on experience and data. A broad understanding of HealthCare environment provides the ability to make decisions quickly and confidently. Ability to balance multiple, complex issues simultaneously.
- **Influential personality;** adept at building consensus. Influential and persuasive. Worked to establish a relationship with Legislative Branch that realized success with “special” programs for Androscoggin Valley Hospital.
- **Community Involvement;** in addition to strong leadership within the organization, also active in community endeavors. Elected to School Board and led the effort to examine budget and curriculum more closely.

Key Accomplishments

- Successfully converted to Critical Access Hospital resulting in revenue enhancements. Obtaining this special designation required convincing the Board, Medical Staff, and community that it would not result in reduced services.
- Achieved A- rating from Standard and Poors. This rating was indicative of the rating agencies favorable view of our fiscal integrity. By virtue of this positive rating, it benefitted the hospital in receiving lower interest rates.
- Delivered positive operating margins in a consistent manner. This was accomplished irrespective of AVH having one of the most difficult payor mixes in the State of NH (i.e., over 65% Medicare and Medicaid).
- Achieved significant facility upgrades through the Facility Master Plan. This effort was augmented by a capital campaign in the community.
- Saved over \$10M in the conversion of Defined Benefit Plan. The savings were realized by taking advantage of Medicare reimbursement which subsidized the shortfall, i.e., the unfunded liability.

Vice President, Financial Services (CFO)

Androscoggin Valley Hospital | Berlin, NH | 03-15-95 – 05-30-02

Responsible for the financial systems of the institution. Filed all governmental reports as needed.

Oversight of the following departments.

- Information Technology
- Purchasing
- Patient Fiscal Services (billing)
- Credit
- PatientAccess(registration)

Tasks: Financial management analysis; budget preparation and asset/liability review; accounts payable, accounts receivable, and payroll oversight; inventory and materials management oversight; procurement analysis, contract performance verification. Profit/cost determination, analysis of fund expenditures, recommend contracts.

Member of the Senior Management Team.

Chief Financial Officer

Isacson Structural Steel, Inc. | Berlin, NH | 1983 – 1995

Education

MBA, Plymouth State University, (Plymouth, NH), 1988

Bachelor of Science in Accounting, Park College (Parkville, Mo), 1982

Military

Served 4 years in the United States Air Force, 1978 – 1982

Ted Bolognani

Professional Summary

- Solid background in senior management with strong emphasis in finance, budget, financial planning & forecasting, GL fund accounting, audit, benefit & risk insurance and technology implementation.
- Proven record of building strong operational & financial support systems for tuition based academic programs and federally funded grant programs.
- Strong knowledge of federal rules & regulations including OMB circulars, CDC, USAID and FAR & FASB compliance issues as well as A-133 audit requirements.
- Skilled in developing and implementing standardized operating policies and procedures for all aspects of administration, accounting, grants & sub-awarding as well as overseas financial operations.
- Over 10 years experience working internationally in Africa, Asia & Eastern Europe.

Experience

Health First Family Care Center & Caring Community Network of Twin Rivers (CCNTR)

Job Title: **Chief Financial Officer** 2011 - Present

- Responsibility for the integrity of the financial records and monitoring the daily business operations; duties include maintenance of the general ledger, accounts payable, accounts receivable, payroll and fixed assets.
- Prepare trial balance and financial statements and reports to the Board of Directors on the financial condition of the Center.
- Provide financial analysis data to CEO and monitors the annual budget and grants. The CFO tracks, bills and prepares the financial reporting on each of the grants.
- Develop policy & procedures for improving grant management & accounting operations.

World Learning 2008 - 2011

Job Title: **Director of Finance**

- Direct a team of analyst; lead organization wide process such as budget development (\$120M annual, \$60M federal grant), financial planning, quantitative analysis, multi-year forecasting and business & reporting systems.
- Develop policy & procedures for improving company administrative & accounting operations and international project management.
- Manage treasury operations, international banking, foreign exchange hedging and investment portfolio.
- Oversight on federal indirect cost control issues, granting & contracting processes and project compliance.
- Liaise with Board & business partners on investment, budget and reporting.
- Manage implementation of process improvements and tech systems include budget & reporting software, field accounting, HR & payroll information systems and web based technology for management data.

The American Youth Foundation

2005 - 2008

Job Title: Director of Finance

- Directed the student registrar office, accounting, human resources, audit, risk insurance and administrative functions for 3 locations (MO, MI & NH).
- Directed the information technology (IT) services for company's 3 office network, including installation of new email and communication systems and moving financial systems to web platform & Citrix desktop.
- As senior management, participated in strategic planning, policy formation and major decision making with CEO & Board of Directors.
- Served foundations Board on all financial, audit & investment matters.

Melissa Fisk, PHR, SHRM-CP

PROFESSIONAL SUMMARY

Performance-driven, innovative Human Resources Leader with 10 + years of progressive, diversified, and strategic HR leadership experience across small and large multi-state organizations. Established critical partner experienced in all facets of HR including designing, planning, and implementing solutions, programs, and policies in the areas of company culture, benefits, compensation, recruitment, employee relations, compliance, performance management, and risk management.

EDUCATION

Bishop's University, Sherbrooke, Quebec Canada
Bachelor's Degree, Business Administration

CERTIFICATIONS

Professional in Human Resources (PHR) - HR Certification Institute
Certified Professional (SHRM- CP) - Society for Human Resource Management

EXPERIENCE

Human Resources Director June 2020 - Present

HealthFirst Family Care Center, Inc.

HR Leader responsible for developing and executing human resource strategy in support of the overall business plan and strategic direction of the health center.

- Leads the development and maintenance of a desirable, consistent, and prominent culture across the organization. Plays a lead role in structuring, supporting, and partnering with all levels to ensure the workforce and culture are aligned with HealthFirst's needs, strategy, and budget.
- Identifies, retains, and develops high performing employees who are a cultural fit or adapt to HealthFirst's culture. Ensures HealthFirst remains agile in a competitive labor market and helps proactively guide culture changes. Reduces costly turnover by facilitating a positive, communicative, engaged work environment and competitive total compensation packages.
- Ensures operational efficiency in workforce planning by identifying appropriate staffing utilization and minimizing the need for overtime. Assists in managing paid time off liability and work/life balance by encouraging appropriate time off usage.
- Leads recruitment and hiring efforts for all staff, including providers, to ensure a superior workforce. Builds and cultivates a pipeline of the best talent available, positioning HealthFirst as an employer of choice.
- Provides HR-based education and training to department heads such as supervisory responsibilities, Federal and State laws/regulations, performance reviews, organizational policies and procedures.
- Facilitates mediation for conflict management and problem-solving dialogues. Provides performance management guidance (coaching, counseling, career development, disciplinary actions).
- Develops and implements compensation and benefits strategies. Gathers annual market data regarding salaries, benefits, and compensation methods. Recommends market pay adjustments, incentive compensation systems, and other pay and benefits changes and enhancements.
- Ensures appropriate accountability and high performing teams by working with managers to ensure ever-improving accountability structures. Works together with managers on establishment or revision of annual goals, tracking of performance, ongoing coaching and feedback for employees, active approaches for disengaging with poor performers, and other best practices associated with managing performance to achieve a high performing organization.
- Conducts workplace investigations and handles other sensitive and confidential matters with discretion and tact. Prepares appropriate write-ups and recommends resolutions working in conjunction with other senior leaders as needed.

Human Resources Manager September 2016 – June 2020

Concord Coach Lines, Dartmouth Coach, Boston Express Bus

HR Manager responsible for designing and implementing strategic HR initiatives while servicing 300+ employees across three states and three companies with common ownership.

- Researched and implemented Paylocity, an industry-leading, cloud-based, HCM software to simplify payroll performance and streamline HR tasks
- Researched and implemented ClearCompany, a Talent Success tool to unify recruiting, onboarding, performance management and goal tracking
- Utilize Predictive Index during hiring process for talent optimization and ensure alignment between business strategy and talent strategy
- Created Employee Handbook containing important policies, procedures and employee behavioral expectations to be distributed to new employees
- Partner with senior leaders and hiring managers to identify hiring requirements, craft effective job descriptions and manage end-to-end recruiting workflow to secure talent in a timely fashion
- Identified and utilized cost-effective billboards to enhance visibility for recruiting purposes
- Responsible for end-to-end talent acquisition and separation process including interviewing, reference checks and exit interview for term candidates
- Administer company-wide benefits including managing open enrollment and employee benefit presentations
- Manage RFP benefit process and negotiating with broker to establish cost-effective benefits program
- Manage multi-state New Hire Orientation including creating and presenting benefits information to new employees
- Responsible for all Employee Relations including investigations, performance management and management coaching
- Monitor Federal and State laws including, but not limited to, FMLA, LOA, STD, LTD and workers' compensation cases to guarantee compliance as required
- Supervise HR Assistant responsible for payroll, workers' compensation, recruiting for non-exempt positions

Human Resources Generalist December 2013 - September 2016

Praxair Surface Technologies, Inc.

Local HR Manager executing all generalist activities including benefits administration, recruiting, onboarding and employee relations for two facilities across two states serving 100+ employees.

- HR Manager supporting the acquisition of a North Carolina based competitor including onboarding of newly acquired employees to achieve employee engagement alignment to new company's goals and objectives
- Enhanced overall employee engagement by creating and managing focus groups and employment satisfaction surveys to direct organizational growth and benchmark data
- Established strategic onboarding process which included creating employee onboarding timeline, educating required safety protocols, identifying a lunch buddy and creating management training
- Responsible for interviewing for all positions and manage process using Taleo applicant tracking system
- Managed open enrollment and company-wide benefits program
- Coordinated payroll and benefits conversion to parent company
- Managed community engagement projects including Safety Commitment Day to educate on safety policies and procedures
- Implemented "build a bike program" encouraging employees to build bikes to be donated to the local Boys and Girls Club enhancing community service reputation
- Coordinated an employee mural painting project donated to a local hospital's children's wing

Michael B. Watto, DO, MPH
Family Medicine

Contact Information

Speare Primary Care
103 Boulder Point Drive
Plymouth, New Hampshire 03264



Education and Training

Residency - Martin Army Community Hospital, Fort Benning, Georgia
Family Medicine
06/2002 – 06/2005

Professional - Kansas City University of Medicine and Biosciences, Kansas City, Missouri
Osteopathic Medicine
08/1998 - 06/2002
DO, 06/2002

Graduate - University of Texas Medical Branch, Galveston, Texas
Public Health
06/2009 - 08/2010
MPH, 08/2010

Undergraduate - Penn State University, University Park, Pennsylvania
Mathematics
08/1985 - 05/1989
BS, 05/1989

Leadership and Additional Responsibilities

Medical Director, Health Services, Plymouth State University, 09/2015 - present
President of the Medical Staff, Speare Memorial Hospital, 07/2019 - present
Vice President of the Medical Staff, Speare Memorial Hospital, 07/2017 – 06/2019
Medical Director, Speare Primary Care, 04/2017 - 08/2020
Team Physician, Plymouth State University, 08/2016 - present
Team Physician, The Holderness School 08/2018 - present
Affiliate Faculty, Franklin Pierce University Physician Assistant Program, 01/2017-present

Licensure and Certification

The American Board of Family Medicine, certified 07/2005 - present

New Hampshire Medical License, NH17141 06/2015 - present

Kansas Medical License, 05-30662, 08/2003 - 10/2020

Honors and Awards

Top Doctor 2022, New Hampshire Magazine

Preceptor of the Year, Franklin Pierce University PA Program

Bronze Star Medal

Combat Medical Badge

Distinguished Military Graduate

Professional and Society Memberships

American Academy of Family Physicians

New Hampshire Academy of Family Physicians

Society of US Army Flight Surgeons

American College of Sports Medicine

Work Experience

09/2015-Present

Speare Primary Care, Plymouth, New Hampshire

Family Physician

09/2014 – 06/2015

Raymond W. Bliss Army Health Clinic, Fort Huachuca, Arizona

Flight Surgeon

06/2011 - 08/2014

Raymond W. Bliss Army Health Clinic, Fort Huachuca, Arizona

Medical Director, Soldier Centered Clinic

09/2010 - 06/2011

32nd Medical Brigade, Fort Sam Houston, Texas

Medical Advisor to the Director

07/2005 - 06/2009

4th Brigade Combat Team (Airborne), 25th Infantry, Fort Richardson, Alaska

Brigade Surgeon

06/2002 - 06/2005

Martin Army Community Hospital, Fort Benning, Georgia
Family Medicine Resident

Volunteer Experience

08/2014 - 09/2014

03/2013 - 04/2013

01/2012 - 02/2012

All Army Boxing, Fort Huachuca, Arizona

Physician

Provided pre-participation examinations, primary care and ringside coverage for boxers during the All Army Boxing Camp and Championships.

01/2010 - 01/2010

Houston Marathon, Houston, Texas

Medical Volunteer

Medical support provider before, during and after the race.

10/2009 - 10/2009

Wings Over Houston Air Show, Houston, Texas

Medical Volunteer

Medical support provider for patrons of the annual air show.

08/1999 - 05/2000

Kansas City University of Medicine and Biosciences, Kansas City, Missouri

Teaching Assistant

Teaching assistant during the Osteopathic Principles curriculum. Facilitated first year students in learning physical exam skills as well as osteopathic treatments.

Research/Publications

Watto, MB. (2010). General Physical Preparedness of Emergency and Essential Personnel.

Master's level research project reviewing the literature with regard to essential/emergency personnel fitness and worksite fitness interventions.

Estrada A, LeDuc PA, Curry IP, Persson JL, Phelps SE, Parrado CM, McGhee JS, Fuller DR, Alderman SM, Watto MB, Wilson AL, Tomasulo M, Rowe TL, Viskup BK, Rostad J, Hunt MP, Milam LS, Rouse TN, Woodrum LC. (2006). Air Sickness Prevention in Helicopters: A Comparison of Four Countermeasures. US Army Aeromedical Research Laboratory Report No. 2006-07. Publication Status: Published

STACEY BENOIT

Dedicated Practice Manager for 24 years combining experience in management and patient service experience in the healthcare setting. I am driven by providing exceptional service to patients and their families.

SKILLS

- Active Listening
- Judgement and Decision Making
- Social Perceptiveness
- Critical Thinking
- Service Orientation
- Learning Strategies
- Financial Management
- Coordination
- Troubleshooting
- Communication
- Project Management

EXPERIENCE

Practice Manager Oct. 2017- current

HealthFirst Family Care Center

- Coordinate and facilitate team and provider meetings, and special events.
- Compose, type and distribute meeting notes, routine correspondence, reports, such as presentations, statistical or monthly reports.
- Review work to ensure quality material and information is in place and that company policies are followed.
- Manage projects as determined by the CEO.
- Develop training and onboarding tools to assist staff with meeting performance expectations.
- Maintain provider schedules and ensure productivity goals are met. Discuss issues or ideas with CEO.
- Recruit, hire and onboard new administrative staff as needed.
- Ensure customer service standards are met and address customer complaints promptly.
- Attend monthly management team meetings.

Practice Manager Jan. 1994 - Oct. 2017

Concord Orthopaedics Concord, NH

- Perform payroll functions, such as maintaining timekeeping information and processing and submitting payroll.
- Recruit, hire and onboard staff for clinical, patient services, radiology and leadership positions.
- Project Manager for the Patient Experience Committee, includes marketing efforts for new services lines.
- Use various computer applications, such as Microsoft programs, PowerPoint, Word & Excel, electronic health records and practice management software.
- Set up and manage paper and electronic filing systems, updating paperwork, or maintaining documents, such as credentialing, business associate agreements and other correspondences.

- Operate office equipment, such as fax machines, copiers and phone systems and arrange for repairs and upgrades as needed.
- Maintain and oversee schedules for 39 Providers. Ensuring patients have appropriate access to care.
- Responsible for efficient and cost-effective planning of all patient care, clinical and radiology staff.
- Coordinate and facilitate team meetings, and special events, such as “luncheon learns”.
- Compose, type and distribute meeting notes, routine correspondence, reports, such as presentations, statistical or monthly reports.
- Review work to ensure quality material is in place and that company policies are followed.
- Manage projects as determined by the Practice Administrator or CEO.
- Work with Leadership to develop training and onboarding tools to assist staff with meeting performance expectations.
- Oversee and ensure corporate compliance with Meaningful Use and Clinical Quality Compliance programs.

Chiropractic Assistant June 1991- Dec 1994

Interlakes Chiropractic Center Meredith, NH

- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
- Collect co-payments and enter money into accounts, daily balancing of funds collected, prepare bank deposits.
- Assist patients with financial counseling process when appropriate.
- Create, maintain, and entered patient demographics and insurance information into databases.
- Set up and manage paper or electronic filing systems, recording information, updating paperwork or maintaining documents, such as patient progress notes, correspondence, or other material.
- Operate office equipment, such as fax machines, copiers and phones systems.
- Greet visitors or callers and handle their inquiries or direct them to the appropriate person for assistance.
- Maintain physician's schedules.
- Schedule and confirm appointments for patients.
- Make copies of correspondence or other printed material.
- Maintain patient health record information according to office policy.
- Prepare patients for their appointment with the physician, such as, collect chief complaint, change attire, apply modalities as appropriate.
- Provided patient education material as directed by the physician.
- Other duties as assigned.

EDUCATION

Associates of Applied Science: Business Management June 1991

Lakes Region Community College - Laconia, NH

Alisha M. Nadeau

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE	Durham, NH
MS in Nursing, Concentration in Clinical Nurse Leadership	August 2015
THE PENNSYLVANIA STATE UNIVERSITY	University Park, PA
BS in Biology	December 2004

LICENSURE & CERTIFICATIONS

- RN Licensure, New Hampshire Expires November 2022
- Clinical Nurse Leader Certification Expires December 2025
- Basic Life Support for Healthcare Providers, AHA Expires August 2022
- Certified HIPAA Security Professional (CHSP) Expires April 2022

PROFESSIONAL EXPERIENCE

HealthFirst Family Care Center

Senior Director of Clinical Operations July 2021 – Present

- Responsible for the overall operational accountability of the Clinical and Quality Departments
- Oversee THRIVE MAT Program and ensure its ongoing growth both economically as well as the number of patients treated
- Supervise, train, and evaluate staff in the Clinical and Quality Departments, as well as in the THRIVE MAT Program
- In conjunction with the Practice Manager, Behavioral Health Manager, and Medical Director, develop strategies and best practices for quality improvement in support of strategic goals, clinical operations, and clinical programs
- Facilitate the implementation of new programs and procedures resulting from grants and/or changes to federal and state requirements
- Oversee annual state and HRSA requirements, to ensure compliance and timeliness. Compliance responsibilities include, but are not limited to, FTCA application, federal and state site visits, Service Area Competition (SAC), Budget Period Renewals (BPR), Unified Data Subset (UDS) and state quality performance submissions
- Oversee the development and maintenance of written policies and procedures to guide daily operations of the Clinical and Quality Departments and the THRIVE MAT Program to maintain efficient patient flow
- Facilitate in creating and maintaining care management systems to identify and track patients requiring chronic disease care management and high utilizers of healthcare systems
- Research and implement processes involving third parties as fiscally appropriate
- Work with the Medical Director with support of quality improvement initiatives related to clinical indicators, productivity, patient satisfaction, and customer service based on data trends and identified opportunities
- Engage in Provider relations to help influence and impact clinical quality measures and drive improvement with metric performance

- Develop and chair the Life Safety and Risk Management Committee. Implement and manage risk and compliance programs, platforms, and trainings
- Research and implement evidence-based practices in collaboration with clinical staff
- Ensures licensed clinical support staff, RN, LPN, LNA, CMA/RMA, CHW, work within their scope of practice
- Chair the Quality Improvement Committee and provide quarterly reports to the Board of Directors
- Participate in the development and evaluation of department budgets to ensure fiscal responsibility of supervised programs and departments

HealthFirst Family Care Center

Clinical Operations Director July 2020 – July 2021

- Assume overall operational responsibility for Clinical and Quality Departments
- Supervise, train, and evaluate staff in the Clinical and Quality Departments
- Regulate and develop the Compliance, Risk Management, and Safety Programs
- In conjunction with the CMO and CEO, develop strategies and best practices for quality improvement in support of strategic goals, clinical operations, and clinical programs
- Facilitate the implementation of new programs and procedures resulting from grants and/or changes to federal and state requirements
- Oversee the development and maintenance of written policies and procedures to guide daily operations of the Clinical and Quality Departments and maintain efficient patient flow
- Facilitate in creating and maintaining care management systems to identify and track patients requiring chronic disease care management and high utilizers of healthcare systems
- Manage training of staff regarding any changes in policies and procedures resulting from QI initiatives
- Support QI initiatives related to clinical indicators, productivity, patient satisfaction, and customer service based on data trends and identified opportunities
- Oversee insurance carrier incentive programs and aim to increase incentive payments
- Research and implement evidence-based practices in collaboration with clinical staff
- Ensures licensed staff work within their scope of practice
- Provide training and expertise of Centricity EMR documentation
- Submit quarterly and annual performance measures to Board of Directors, state and federal agencies

Amoskeag Health

Director of Wellness and Specialty Services May 2019 – Present

- Responsible for the patient-centered daily operations of 12 Specialty Services departments' care, treatment and services provided, including assisting with implementing new and improved workflows, coordinating efficient organization-wide patient flow, applicable clinical policies and procedures, and communications
- Responsible for NCQA's Patient-Centered Medical Home recognition and re-certification and tasks and responsibilities to achieve and maintain active, successful recognition status

- Collaborate with other departments and work on developing new and improved workflows to improve performance Works closely with the CMO, AMD's, other providers, managers and staff in coordinating training providers/staff as to processes to improve clinic operations
- Initiate and support operational systems and processes to enhance productivity with the support of the CMO and other Senior Managers, Management Team, medical providers, and staff
- Responsible for development of applicable Specialty Services care administrative and/or clinical policies and procedures that continually improve patient care, efficiency, regulatory compliance, and satisfaction
- Develop and maintain written policies and procedures. Assist the Medical Advisory Committee with implementation of new and existing policies, procedures, workflows and approved care standards
- Actively participates in the Quality Improvement Board Committee, CHAN Health Services User Group, Management Team, Safety and Security, Infection Prevention and Control, and Integrated Care Leadership
- Responsible for ensuring comprehensive orientation and training of all clinical employees working in Specialty Services departments supervised
- Oversee and delegate the coordination and completion of specialty department staffing and schedules
- Develop and maintain budgets, projected revenues, staffing plans, operating expenses, capital requests

HealthFirst Family Care Center

Director of Clinical Services May 2017 – May 2019

- Assume overall operational responsibility for Clinical and Quality Departments
- In conjunction with the CMO and CEO, develop strategies and best practices for quality improvement in support of strategic goals, clinical operations, and clinical programs
- Facilitate the implementation of new programs and procedures resulting from grants and/or changes to federal and state requirements
- Oversee the development and maintenance of written policies and procedures to guide daily operations of the Clinical and Quality Departments and maintain efficient patient flow
- Facilitate in creating and maintaining care management systems to identify and track patients requiring chronic disease care management and high utilizers of healthcare systems
- Support QI initiatives related to clinical indicators, productivity, patient satisfaction, and customer service based on data trends and identified opportunities
- Oversee insurance carrier incentive programs and aim to increase incentive payments
- Research and implement evidence-based practices in collaboration with clinical staff
- Submit quarterly and annual performance measures to Board of Directors, state and federal agencies

HealthFirst Family Care Center

Clinical Quality Assurance Manager July 2015 – May 2017

- Responsible for overall quality assurance and quality improvement program

- Facilitate project planning and implementation
- Gather and analyze quality assurance data
- Develop quality measures

NH Public Health Laboratories

Laboratory Scientist III, Molecular Diagnostics Unit April 2008 – January 2014

PROFESSIONAL ORGANIZATIONS

Member, American Nurses Association March 2015 – Present

Member, Sigma Theta Tau Honorary Society of Nursing March 2015 – Present

Member, Alpha Epsilon Delta Honorary Society March 2003 – Present

Member, Sigma Sigma Sigma Sorority April 2001 – Present

PUBLICATIONS

Cavallo, S.J., Daly, E.R., Seiferth, J., Nadeau, A.M., Mahoney, J., Finnigan, J., Wikoff, P. (2015). Human Outbreak of *Salmonella* Typhimurium Associated with Exposure to Locally-made Chicken Jerky Pet Treats, New Hampshire, 2013. *Foodborne Pathogens and Disease*, 12(5).

Daly, E.R., Smith, C.M., Wikoff, P., Seiferth, J., Finnigan, J., Nadeau, A.M., Welch, J.J. (2010). *Salmonella* Enteritidis Infections Associated with a Contaminated Immersion Blender, New Hampshire, 2009. *Foodborne Pathogens and Disease*, 7(9), 1083-1088.

Ashley Douthart

Skills

- Individual counseling of all ages (3-65+)
- School based counseling
- Mental Health Illness
- Cognitive Behavioral Therapy
- Children and Adolescents
- Leadership skills
- DSM-V/ICD-10
- Prenatal counseling
- Substance use counseling
- Behavioral Modification
- Mindfulness
- Medication Assisted Treatment
- Community engagement

Experience

NOV 2014 – CURRENT

Behavioral Health Director, LCMHC / HealthFirst, Franklin NH

Roles at HealthFirst include all above listed skills, as well as managing/supervising interns and the internship program, managing the school based counseling program for local school districts in the community, and providing a variety of therapeutic interventions to individual clients both in schools and in office. Responsible for managing the behavioral health team, in all HealthFirst locations. Responsible for behavioral health grants, hiring new staff, managing staff, schedules, and completing any reporting requirements. Manages caseload of approximately sixty patients of all ages and mental health diagnoses. Facilitates team meetings, attends all leadership meetings, and engages in community meetings and projects.

SEPT 2011 – JULY 2014

ABA Therapist/Socialization Coordinator / Autism Intervention Specialist, Worcester MA

Supervisory role in behavioral modification with children with ASD. I provided both in office and in home Applied Behavioral Analysis therapy to parents and children.

Education

AUG 2014

MS Clinical Mental Health Counseling / Walden University

Graduating GPA 3.9/Honors student

Internship Dec 13'-July 14' HealthFirst Family Care Center, 841 Central St. Franklin NH 03235

MAY 2010

BA Psychology / Colby Sawyer College, New London NH

Minor: Child Development/Graduating GPA 3.7/ Psi Chi International Honor Society Member

Internship Jan 2010-May 2010 CHAD Child Advocacy Center

Activities

- CERT (Community Emergency Response Team) Member 2015-current
- DBHRT (Disaster Behavioral Health Response Team) Member 2017-current
- CPR/First Aid Certified
- Systems of Care Community Management Team- 2017-current
- Project Aware Community Management Team- 2017-current
- Principal Investigator for Plymouth State University Intern Program/Site Supervisor- 2019-current
- Member of the Plymouth State University Advisory Board for Graduate Counseling Program- 2021
- Approved Licensed Clinical Supervisor through Board of Mental Health, State of NH- 2020-current
- MLADC supervision- currently engaging in, with proposed finish date of October 2022

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Russell Keene	CEO	235,000	0	0
Ted Bolognani	CFO	160,950	0	0
Melissa Fisk	Human Resources Director	111,640	0	0
Dr. Michael Watto	Medical Director	325,000	0	0
Stacey Benoit	Senior Practice Manager	98,550	0	0
Alisha Nadeau	Senior Clinical Operations Director	125,000	0	0
Ashley Douthart	Behavioral Health Director	85,000	0	0