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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

October 31, 2017

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

REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division for Behavioral Health to enter into an agreement with Harbor Homes, Inc. (Vendor # 155358) for the provision of transitional housing beds and services for adults who have severe mental illness or severe and persistent illness and who no longer meet the level of care provided by New Hampshire Hospital or a Designated Receiving Facility, in an amount not to exceed \$2,100,000 effective upon the date of Governor and Executive Council approval through June 30, 2019. 100% General Funds.
- 2) Contingent upon approval of Requested Action 1), authorize the Department of Health and Human Services to provide Harbor Homes, Inc. with an advance payment in an amount not to exceed \$80,300 effective upon the date of Governor and Executive Council approval.

Funds are available in State Fiscal Years 2018 and 2019 with the ability to adjust amounts within the budgets and encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

Harbor Homes, Inc. Vendor #155358

State Fiscal Year	Class / Account	Class Title	Budget Amount
2018	102/500731	Contracts for Program Services	\$1,050,000
2019	102/500731	Contracts for Program Services	\$1,050,000
		Contract Total:	\$2,100,000

EXPLANATION

The purpose of this agreement is for the Contractor to develop and operate fourteen (14) transitional housing beds with wrap-around services and supports in the Nashua area.

During the 2017 legislative session, the New Hampshire General Court made investments to improve the State's mental health system. These improvements include, but are not limited to:

- 1) Establishing up to twenty (20) additional designated receiving facility beds for up to two (2) years to serve individuals with severe mental illness who meet the criteria for involuntary emergency admission;
- 2) Adding transitional and community residential beds with wrap-around services and supports;
- 3) Adding a mobile crisis team and apartments in a geographic location that has high rates of admissions to and discharges from New Hampshire Hospital;
- 4) Developing and implementing an integrated data management system to provide real-time information about the availability of involuntary and voluntary inpatient psychiatric beds in NH; and
- 5) Conducting an independent evaluation of the capacity of the current health system in NH to respond to inpatient, acute psychiatric needs of patients, including but not limited to those patients who require involuntary emergency admissions.

Pursuant to HB517, Section 190, this Contract partially meets the requirement of adding transitional housing beds in two (2), above.

The Department solicited applications from applicants to provide transitional housing and community residences. RFA-2018-DBH-03-TRANS was published on the Department's website from June 30, 2017 through August 4, 2017. The Department received three (3) applications in response to the Request for Applications. The Department scored the applications and the top two (2) scoring vendors were selected to provide services specified in the Request for Applications. The summary score sheet is attached.

Based on the applications received, the Department decided to award the first 20 beds mandated by HB517 in State Fiscal Year 2018 immediately. The Department intends to reissue an RFA for the 20 additional beds mandated by HB517 in State Fiscal Year 2019 as soon as the first 20 beds are under contract.

Harbor Homes, Inc. will provide a minimum of fourteen (14) transitional housing beds and related wrap-around services to adults who have severe mental illness or serve and persistent illness and who no longer meet the level of care provided by New Hampshire Hospital or a Designated Receiving Facility, as detailed in the attached agreement. Services will be available for a minimum of four (4) beds no later than 45 days from the date of Governor and Executive Council approval. The remaining ten (10) beds will be ready for occupancy within ninety (90) days of Governor and Executive Council approval of this agreement.

The attached agreement includes language that allows for up to two (2) years of extensions for services, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council, as specified in Exhibit C-1, Paragraph 3.

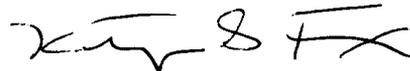
The Department plans to have a final contract for the remaining 6 beds mandated by HB517 for the December 6, 2017 Governor and Executive Council meeting. At that time, the Department will re-issue an RFA for the 20 additional beds mandated by HB517 to be operational by July 1, 2018 for State Fiscal Year 2019.

Should the Governor and Executive Council not approve this request, fourteen (14) transitional housing beds and services would not be available to individuals in need of housing who are transitioning from NH Hospital or a Designated Receiving Facility to the community which, in turn, makes those beds available to individuals who are waiting in hospital emergency rooms for services across the State.

Area served: Nashua.

Source of Funds: 100% General

Respectfully submitted,



Katja S. Fox
Director



Approved by: Jeffrey A. Meyers
Commissioner



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

Transitional Housing and Community Residential Beds

RFA-2018-DBH-03-TRANS

RFA Name

RFA Number

Bidder Name

1. Fellowship H.O., Inc. & Riverbend C.M.H., Inc. - Region 4
2. Harbor Homes, Inc. Region 6
3. NFI North - Region 4
4. NFI North - Region 3
5. NFI North - Region 1
6. NFI North - Region 10

Reviewer Names

1. Michael Kelly, Prog Planning & Review Spclst, BBH
2. Sharon O'Neill, Senior Psychiatric Social Wrkr, NHH
3. Margaret Clifford, Administrator IV, OMBP

Maximum Points	Actual Points
600	370
600	402
600	380
600	381
600	381
600	379



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Harbor Homes, Inc. of Nashua, NH as described below and referenced as DoIT No. 2018-104.

This is a request to enter into a contract with Harbor Homes, Inc. to develop and operate transitional housing beds with wrap-around services and supports for individuals who have been referred from New Hampshire Hospital (NHH) or Designated Receiving Facilities. Individuals served will have a severe mental illness (SMI) or severe and persistent mental illness (SPMI) and meet eligibility for community mental health services at a community.

The amount of the contract is not to exceed \$2,100,000.00, and shall become effective upon the date of Governor and Executive Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/kaf
DoIT #2018-104

cc: Bruce Smith, IT Manager, DoIT

Subject: Transitional Housing and Community Residences (RFA-2018-DBH-03-TRANS-01)

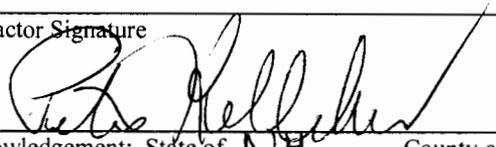
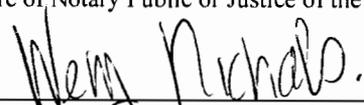
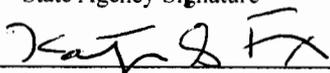
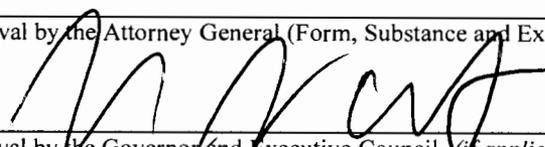
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

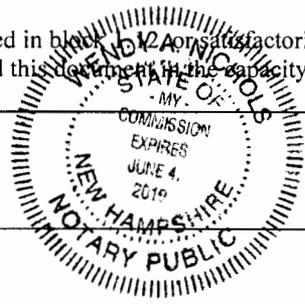
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 77 Northeastern Blvd. Nashua, NH 03062	
1.5 Contractor Phone Number 603-882-3616 EXT 1103	1.6 Account Number 05-95-92-922010-41170000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$2,100,000
1.9 Contracting Officer for State Agency E.Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher, President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>10/31/17</u> , before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Wendy Michois, Notary Republic			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/31/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials 
Date 10/31/11

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials

Date 10/31/17

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials RV
Date 10/31/17



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall obtain the licenses and certifications to operate the facility pursuant to New Hampshire Administrative Rules HeP-814 and/or He-M-1002.
- 1.4. The Contractor shall be an enrolled Medicaid provider through the Department's Medicaid program.
- 1.5. In the event the Department incorporates Medicaid eligible Transitional Housing services into its agreements with the Managed Care contractors, the Department will notify the Contractor and provide the Contractor sixty (60) days to enroll as a provider of such services with the Managed Care contractors.
- 1.6. The Contractor shall provide fourteen (14) transitional housing beds in State Fiscal Year 2018 and State Fiscal Year 2019 through this contract in accordance with Exhibit A, Scope of Services. The Contractor shall ensure:
 - 1.6.1. A minimum of four (4) transitional housing beds are ready for client occupancy no later than forty-five (45) days from the contract effective date.
 - 1.6.2. The remaining ten (10) transitional housing beds are ready for client occupancy no later than ninety (90) days from the contract effective date.

2. Scope of Work

- 2.1. The Contractor shall develop and operate transitional housing beds with wrap-around services and supports for individuals who have been referred from New Hampshire Hospital (NHH) or Designated Receiving Facilities (DRFs) and who:
 - 2.1.1. Have a severe mental illness (SMI) or severe and persistent mental illness (SPMI) and meet eligibility for community mental health services at a community mental health center (as defined in Administrative Rule He-M 401);
 - 2.1.2. Require extensive support and rehabilitation to successfully



- transition from NHH or a DRF before moving to less restrictive alternatives in the community of their choice, and
- 2.1.3. Have been determined to no longer meet the level of care provided by NHH or a DRF.
- 2.2. The Contractor shall provide community residential services as defined in New Hampshire Administrative Rule He-M 1002, which at a minimum include:
- 2.2.1. Assistance and instruction to improve and maintain individual skills in basic daily living, personal development, and community activities by providing therapeutic behavioral services that include but are not limited to:
 - 2.2.1.1. Personal decision making;
 - 2.2.1.2. Personal care, household management, budgeting, shopping, and other functional skills;
 - 2.2.1.3. Household chores and responsibilities;
 - 2.2.1.4. Having relationships with person both with and without disabilities;
 - 2.2.1.5. Accessing a wide range of integrated community activities including recreational, cultural, and other opportunities;
 - 2.2.1.6. Participating in religious services and practices of the consumer's choosing; and
 - 2.2.1.7. Choosing and wearing clothing that is neat, clean, in good repair, and appropriate to the season and activity.
 - 2.2.2. Individual service plans for consumers that are developed in accordance with New Hampshire Administrative Rules He-M 401 and He-M 408.
 - 2.2.3. Illness Management and Recovery Services provided on an individual and group basis, in accordance with New Hampshire Administrative Rule He-M 426, which teach strategies for:
 - 2.2.3.1. Recovery;
 - 2.2.3.2. Practical facts about mental illness;
 - 2.2.3.3. The stress-vulnerability model and treatment strategies;
 - 2.2.3.4. Building social supports;
 - 2.2.3.5. Reducing relapses;
 - 2.2.3.6. Using medication effectively;
 - 2.2.3.7. Coping with stress;
 - 2.2.3.8. Coping with problems and symptoms;

JK

10/31/17



- 2.2.3.9. Getting your needs met in the mental health system; and
- 2.2.3.10. Assessing for Drug and Alcohol use.
- 2.2.4. Psychotherapeutic Services in accordance with New Hampshire Administrative Rules He-M 426, which includes sex offender treatment.
- 2.2.5. Targeted Case Management (TCM) Services In accordance with New Hampshire Administrative Rules He-M 426 in order to:
 - 2.2.5.1. Ensure continuity of care by assisting consumers gain access to needed medical, social, educational, and other services on a one-to-one basis to help them transition back to their homes and communities; and
 - 2.2.5.2. Assist consumers with completing applications for all appropriate sources of financial, medical, and housing assistance including, but not limited to:
 - 2.2.5.2.1. Medicaid.
 - 2.2.5.2.2. Medicare.
 - 2.2.5.2.3. Social Security Disability Income.
 - 2.2.5.2.4. Public Housing subsidies.
 - 2.2.5.2.5. Section 8 subsidies.
- 2.2.6. An Adult Needs and Strengths Assessment (ANSA) for each consumer, as well as enter results into the Department's data collection system:
 - 2.2.6.1. Upon admission to the program.
 - 2.2.6.2. Ninety (90) days after admission as part of the individual service plan review.
 - 2.2.6.3. Every 6 months after admission.
 - 2.2.6.4. Annually after the first year from the date of the initial assessment.
- 2.2.7. Evidence Based Supported Employment Services in accordance with New Hampshire Administrative Rule He-M 426 to consumers who ask to seek competitive employment.
- 2.2.8. Psychiatric Evaluation and Management Services in accordance with New Hampshire Administrative Rule He-M 426, which shall be provided by a qualified psychiatrist, Advanced Practice Registered Nurse (APRN) or Physician's Assistant (PA), for the purposes of assessment and treatment of consumers in the program.
- 2.2.9. Medical Services provided by Registered Nurses (RN) will be delivered on site Monday through Friday during the hours of 8:00 am



to 10:00 pm and on Saturdays and Sundays during the hours of 8:00 am to 4:30 pm, subject to the following requirements or as otherwise indicated:

- 2.2.9.1. Transitional Housing Services RNs and behavioral health staff shall provide input into the annual review of individual's health history, health status, and supports identified or needed to maintain physical, mental and social well-being as provided by a primary care provider of the individual's choosing, and with the individual's consent.
- 2.2.9.2. Instruction in and assistance with in taking prescribed medications independently, in accordance with Exhibit A-1, Administration of Medications in the Transitional Housing Program.
- 2.2.9.3. Residential staff trained by the Nurse Trainer to provide services in Section 2.2.9.2, above.
- 2.2.9.4. All RN-level medical services, within the hours specified in Section 2.2.9. The Contractor shall have an adequate number of nurses to float/travel between sites to respond to client needs in a timely manner.
- 2.2.9.5. Non-RN level staff including, but not limited to, support staff, Licensed Nursing Assistants, and other providers, to provide non-RN level medical services under the supervision of RNs or other qualified medical providers.
- 2.2.9.6. Primary care clinical staff and home health care staff that provide per diem coverage in the event that additional nursing staff is needed during the above referenced hours, as well as 24/7 coverage through on-call coverage.
- 2.2.10. Qualified staff on site, 24 hours a day, 7 days per week for all transitional housing residents. Staff shall be trained by a Nurse Trainer.
- 2.2.11. Medical Services/Medications shall be administered in accordance with Exhibit A-1, Medication Administration in the Transitional Housing Program.
- 2.2.12. Emergency Services available twenty-four (24) hours per day, seven (7) days per week for both medical and psychiatric needs. Services shall include, but not be limited to:
 - 2.2.12.1. An on-call clinician for evenings, weekends and holidays to provide crisis intervention, coordinate Involuntary Emergency Admission petitions in accordance with Revised Statutes Annotated (RSA)135-C:28 Emergency

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- Treatment and revocation of conditional discharges in accordance with RSA 135-C:51, III) when required.
- 2.2.12.2. A Registered Nurse available or on-call to:
 - 2.2.12.2.1. Provide education problem solving and support regarding medications.
 - 2.2.12.2.2. Respond to health related concerns.
 - 2.2.12.3. A nurse available on-call the remainder of each day, weekends and holidays to:
 - 2.2.12.3.1. Provide education, problem solving and support regarding medications.
 - 2.2.12.3.2. Respond to health related concerns.
 - 2.2.13. Specialized Treatments, such as sex offender services and/or Risk Assessment evaluations, for consumers who have co-occurring disorders, are in need of sex offender treatment, or have other court mandated treatments.
 - 2.2.14. Wellness Management that includes, but is not limited to, access to services and activities such as the "Healthy Choices-Healthy Changes" designed to improve physical health, and provide smoking cessation programs.
 - 2.3. The Contractor shall accept consumer referrals from the New Hampshire Hospital (NHH), Designated Receiving Facilities (DRFs), and the Community Mental Health Centers (when approved by the Department).
 - 2.4. The Contractor shall prioritize consumers referred by New Hampshire Hospital and Designated Receiving Facilities by having a referral, admissions, and evaluation process approved by the Department that:
 - 2.4.1. Places current inpatient individuals at New Hampshire Hospital ahead of any and all community based referrals.
 - 2.4.2. Includes a written referral protocol that includes a review / evaluation of the individual current situation, assessment of need and disposition.
 - 2.4.3. Responds to all referrals, in writing within fourteen (14) business days of receipt, as to the consumer's disposition, (acceptance or denial) into the Transitional Housing Program Services, including any contingencies placed on the acceptance or, if the referral is denied, the reason for denial. An unreasonable denial, as determined by the Department, shall constitute an event of default.
 - 2.4.4. Establishes an admission process that:
 - 2.4.4.1. Ensures successful entry of accepted referrals into the program.

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- 2.4.4.2. Includes a communications plan that outlines the reasons, both verbally and in writing, that referrals were unsuccessful.
- 2.5. The Contractor shall have a discharge process for consumers who are discharged from the Transitional Housing Program Services that:
- 2.5.1. Ensures participation in discharge planning meetings with community mental health centers, New Hampshire Hospital, and other providers.
 - 2.5.2. Includes a written discharge plan that details an evaluation of the consumers' current situation, disposition and transition plan for moving back in to the community.
 - 2.5.3. Retains the individual's bed, in the event that an individual's conditional discharge is revoked, which would result in a temporary readmission to NHH.
 - 2.5.4. Demonstrates development and implementation of a collaborative relationship with the community mental health program to develop the terms of conditional discharges pursuant to RSA 135-C:50 and He-M 609, and to develop treatment plans designed to return each consumer to the community.
 - 2.5.5. In the event the Contractor is unable to successfully provide the documentation applicable to 2.5.4. within thirty (30) days, the Contractor shall notify and seek technical assistance from the Department to develop an appropriate remedy within ninety (90) days.
- 2.6. The Contractor shall provide the written processes for referrals, admissions, evaluations and discharges outlined in Section 2.4 and Section 2.5 to the Department no later than thirty (30) days from the contract effective date.
- 2.7. The Contractor shall assist the Pre-Admission Screening and Annual Resident Review (PASARR) Office of the Department in meeting the requirements of the PASARR provisions of the Omnibus Budget Reconciliation Act of 1987 by providing the information necessary to determine the existence of mental illness or mental retardation by conducting individual evaluations and examinations needed to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.
- 2.8. The Contractor shall designate a staff member to perform the responsibilities of a complaint manager in accordance with New Hampshire Administrative Rule He-M 204.
- 2.9. The Contractor shall submit a plan to the Department, within thirty (30) days of the contract effective date that details how consumers will be transitioned back into the community. The transition plan shall include, but not be limited to:

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- 2.9.1. Procedures for moving existing program participants into more integrated community settings and where possible.
 - 2.9.2. A person-centered plan developed in collaboration with the individual that incorporates the individual's needs, and safety of themselves and the public in accordance with New Hampshire Administrative Rule He-M 401.
 - 2.9.3. A plan to collaborate with the individual's local community mental health program and peer support agencies to provide other services and supports in the community.
 - 2.9.4. Involvement of the individual's family to support integration into the community, with the individual's consent.
 - 2.9.5. Processes to identify any barriers to placement in the community, with emphasis on the interventions necessary to promote more opportunities for community integration.
- 2.10. The Contractor shall develop individualized service plans to ensure individuals have access to services that promote the values of recovery and resiliency by utilizing a strength-based approach and person-centered service planning, in accordance with He-M 401.
 - 2.11. The Contractor shall utilize individual service plans to assist individuals with identifying, cultivating and sustaining relationships with peers, family members, neighbors, landlords, employers, and others in order to create a network of support that builds resiliency as well as strength-based recovery and wellness skills.
 - 2.12. The Contractor shall ensure individuals have access to a local primary care physician (PCP), within thirty (30) days from the effective date of the contract. The Contractor shall:
 - 2.12.1. Coordinate care for each individual receiving services.
 - 2.12.2. Obtain written consent from program participants to exchange health information at regular intervals with the PCP.
 - 2.13. The Contractor shall assess the legal commitment status of individual residing in the program and, if deemed appropriate, provide:
 - 2.13.1. The continuation of the commitment via the proper legal process.
 - 2.13.2. Coordination of care with the legal system when indicated including, but not limited to, the NH Department of Corrections, and the NH Attorney General's Office.
 - 2.14. The Contractor shall remain compliant with all state and federal laws, rules and regulations pertaining to the licensure and operation of a community residential program.
 - 2.15. The Contractor shall perform, or cooperate in the performance of, quality improvement and/or utilization review activities determined to be necessary



and appropriate by the Department, within timeframes specified by the Department, in order to insure the efficient and effective administration of the Medicaid program. This shall include, but is not limited to:

- 2.15.1. Maintaining detailed consumer records as required by New Hampshire Administrative Rule He-M 408. (In the event that a Transitional Housing Program Services consumer becomes an inpatient at NHH, the Contractor shall be deemed in compliance with New Hampshire Administrative Rule He-M 408, if the consumer's inpatient status is noted in the record.)
- 2.15.2. Submitting data needed to comply with federal reporting requirements to the Department.
- 2.16. The Contractor shall collect contributions for clothing, food and housing from each consumer. The Contractor shall:
 - 2.16.1. Collect a maximum of 30% of income from each consumer which shall be applied toward the consumer's cost of clothing, food, and housing.
 - 2.16.2. Submit the written method, process and procedure for calculating, collecting, accounting for and maintaining records of each consumer's contribution collected as specified in Section 2.16.1, above to the Department for approval no later than ten (10) days from the contract effective date.
- 2.17. The Contractor shall submit an Emergency Plan to the Department for approval no later than ten (10) days from the contract effective date that ensures consumers' safety in the event of a natural, intentional or accidental incident or threat.

3. Staffing

- 3.1. The Contractor shall maintain staffing levels that ensure consumer, staff and community safety and include, but are not limited to:
 - 3.1.1. One Medical Director who:
 - 3.1.1.1. Possesses a valid license to practice medicine in New Hampshire and meet the requirements of RSA 135-C: 2, XIII.
 - 3.1.1.2. Is board eligible or board certified in psychiatry according to the regulations of the American Board of Psychiatry and Neurology, Inc., or its successor organization at the time of hiring.
 - 3.1.1.3. Maintains board eligibility or certification in Section 3.1.1.2, above, throughout his/her tenure as medical director.
 - 3.1.2. One Administrator or Director who is responsible for the day-to-day

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- management, supervision, and operation of the residence.
- 3.1.3. One Registered Nurse, licensed in accordance with RSA 326-B, who is responsible for the overall delivery and supervision of nursing services.
 - 3.1.4. One Nurse Trainer to provide supervision to any staff member who is authorized to administer medications.
 - 3.1.5. A sufficient number of personnel to provide nursing services, consisting of registered nurses, licensed practical nurses, and other staff. (Nurses shall be registered as required by RSA 326-B.)
 - 3.1.6. A sufficient number of direct care personnel to meet the 24-hour scheduled and unscheduled needs of the consumers in accordance with the consumers' individual service plans, which shall include but not be limited to, one (1) direct care staff member per residence per shift when a consumer is occupying the residence.
- 3.2. The Contractor shall ensure clinical staff working within Transitional Housing Program Services are certified in the administration of the Adult Needs and Strengths Assessment (ANSA) using either:
- 3.2.1. The State web-based training and certification program; or
 - 3.2.2. In-person attendance at a State sponsored training.
- 3.3. The Contractor shall maintain employee files ensuring credentials for each staff is available upon Department request.
- 3.4. The Contractor shall submit a staffing contingency plan to the Department for approval no later than thirty (30) days from the contract effective date, which shall include, but is not limited to:
- 3.4.1. The process for replacing personnel in the event of loss of personnel, including but not limited to time frames for obtaining qualified replacements.
 - 3.4.2. The plan to allocate additional resources to the contract in the event any performance standard is not met.
 - 3.4.3. Capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
 - 3.4.4. Method of bringing replacements/additions up-to-date regarding this Agreement.

4. Reporting

- 4.1. The Contractor shall meet with the Department at least quarterly, or as requested by the Department, to review the progress of consumers toward independent living.
- 4.2. The Contractor shall submit quarterly (January through March, April through June, July through September, and October through December) reports to

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the Department by the 15th of the month following the end of the quarter. Quarterly reports shall contain information that includes, but is not limited to:

- 4.2.1. The number of people referred and admitted to Transitional Housing Program Services;
- 4.2.2. The number of people discharged from the Transitional Housing Program Services; and
- 4.2.3. The number of people transitioned into the community.
- 4.3. The Contractor shall submit monthly Balance Sheets and Profit and Loss Statements to the Department for review of fiscal integrity. The Contractor shall ensure the Profit and Loss Statements:
 - 4.3.1. Include a budget column that allows for a budget-to-actual analysis
 - 4.3.2. Are submitted within thirty (30) days after the last day of the previous month.
 - 4.3.3. Based on the accrual method of accounting.
 - 4.3.4. Include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this contract.

5. Deliverables

- 5.1. The Contractor shall ensure a minimum of four (4) transitional housing beds and related services described in Exhibit A, Scope of Services, are ready for client occupancy no later than forty-five (45) days from the contract effective date.
- 5.2. The Contractor shall ensure the remaining ten (10) transitional housing beds and related services described in Exhibit A, Scope of Services, are ready for client occupancy no later than ninety (90) days from the contract effective date.
- 5.3. The Contractor shall enter data from the Adult Needs and Strengths Assessments (ANSAs) in Section 2.2.6 into the Department's data collection system within five (5) days of completing each assessment.
- 5.4. The Contractor shall provide written processes for referrals, admissions and evaluations and discharges outlined in Section 2.4 and Section 2.5 to the Department no later than thirty (30) days from the contract effective date.
- 5.5. The Contractor shall provide a general community transition plan, as specified in Section 2.9, that details how consumers will be transitioned back into the community to the Department no later than thirty (30) days from the contract effective date.
- 5.6. The Contractor shall ensure all consumers receiving services have access to a local primary care physician, as specified in Section 2.12, within thirty (30) days from the contract effective date.

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- 5.7. The Contractor shall submit the written method, process and procedure for calculating, collecting, accounting for and maintaining records of each consumer's contribution collected, as specified in Section 2.16.1, to the Department no later than ten (10) days from the contract effective date.
 - 5.8. The Contractor shall submit the staffing contingency plan in Section 3.4 to the Department no later than thirty (30) days from the contract effective date.

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Exhibit A -1

Administration of Medications in the Transitional Housing Program

1. Purpose.

- 1.1. The purpose of the rule is to ensure the safe administration of medications by providers to individuals who reside in community residences certified under He-M 1002.

2. Definitions.

- 2.1. **"Administration"** means an act whereby a single dose of a drug is instilled into the body of, applied to the body of, or otherwise given to a person for immediate consumption or use.
- 2.2. **"Authorized provider"** means a person who is employed by, has a contract with, or receives remuneration from a "Community mental health provider" to deliver services to an individual
- 2.3. **"Community mental health program"** CMHP means a program operated by the state, city, town, county, or a community-based New Hampshire nonprofit corporation for the purpose of planning, establishing, and administering an array of community-based, mental health services pursuant to He-M 403 and as defined in RSA 135-C:2, 1V.
- 2.4. **"Community mental health provider"** means a Medicaid provider of community mental health services that has been previously approved by the commissioner to provide specific mental health services pursuant to He-M 426.
- 2.5. **"Community residence"** means a residence, exclusive of any independent living arrangement, that:
- 2.5.1. Provides residential services in accordance with He-M 426 and He-M 1002 for at least one individual with a mental illness;
- 2.5.2. Provides services and supervision for individuals on-site 24 hours a day, 7 days a week or at all times that individuals are in the residence, unless an individual's ISP states that he or she may be left alone;
- 2.5.3. Serves individuals whose services are funded by the department; and
- 2.5.4. Is certified pursuant to He-M 1002.
- 2.6. **"Competent"** means having the integration of knowledge, judgment and skills necessary to provide safe medication administration.
- 2.7. **"Controlled drug"** means a drug which is included in schedules I, II, III, IV, or V of part B of the Controlled Substances Act 21 U.S.C. 811-



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Administration of Medications in the Transitional Housing Program

- 812.
- 2.8. **"Deficiency"** means a determination made by department staff, as a result of a program review pursuant to He-M 1002.13, that a program is not operating in compliance with a particular administrative rule adopted by the department.
- 2.9. **"Department"** means the New Hampshire department of health and human services.
- 2.10. **"Director"** means the director of the division of behavioral health or his or her designee.
- 2.11. **"Division"** means the division of behavioral health.
- 2.12. **"Independent living arrangement"** means a situation where an individual does not receive daily and ongoing services and supervision but receives assistance, as needed, to maintain or develop skills to live independently and prevent circumstances that could necessitate a transfer to a more restrictive level of care.
- 2.13. **"Individual"** means a person with a mental illness who receives services from a community mental health program or community mental health provider in a community residence.
- 2.14. **"Guardian"** means the parent of a child under the age of 18 whose parental rights have not been terminated under RSA 170-C or a person appointed to be guardian of the person under RSA 464-A.
- 2.15. **"Licensed person"** means a registered nurse, a licensed practical nurse, an advanced registered nurse practitioner, a physician, a pharmacist, a physician assistant, or a dentist licensed in the state of New Hampshire.
- 2.16. **"Medical director"** means the medical director of the division or his or her designee.
- 2.17. **"Medication"** means a drug prescribed for an individual by a prescribing practitioner including drugs to be taken on a PRN basis and over-the-counter drugs.
- 2.18. **"Medication log"** means a written record of medications prescribed for, and administered to, an individual.
- 2.19. **"Medication occurrence"** means any deviation in the administration of a medication as prescribed or in related documentation with the exception of a deviation caused by an individual's:
- 2.19.1. Refusal to take medication;



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Administration of Medications in the Transitional Housing Program

- 2.19.2. Absence from a community residence; or
- 2.19.3. Attempting to use prescribed medication while under the influence of alcohol or illegal drugs.
- 2.20. **"Medication order"** means directions provided by a prescribing practitioner, either in writing or verbally, for a specific drug to be administered to an individual.
- 2.21. **"Mental illness"** means mental illness as defined in RSA 135-C:2, namely "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive extremely abnormal behavior or extremely faulty perceptions."
- 2.22. **"Nurse Trainer"** means a registered nurse who has been designated as a trainer
- 2.23. **"PRN medication"** means a drug ordered to be taken as needed for a specific condition.
- 2.24. **"Prescribing practitioner"** means a licensed professional with prescriptive authority, including the following:
 - 2.24.1. Physician;
 - 2.24.2. Advanced registered nurse practitioner (A.R.N.P.);
 - 2.24.3. Dentist;
 - 2.24.4. Physician's assistant;
 - 2.24.5. Optometrist; and
 - 2.24.6. Podiatrist.
- 2.25. **"Provider"** means a person who is employed by, has a contract with, or receives any form of remuneration from a community mental health provider to deliver services to an individual.

3. Medication Administration.

- 3.1. Administration of medications to individuals shall be performed by authorized providers or licensed persons only.
- 3.2. All individuals shall be initially assessed by a licensed physician, A.R.N.P., physician assistant, or nurse trainer to determine the level of support needed specific to medication administration.
- 3.3. The assessment pursuant to (b) above shall include the individual's:
 - 3.3.1. Medication orders and medications prescribed;



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Administration of Medications in the Transitional Housing Program

- 3.3.2. Health status and health history;
- 3.3.3. Ability to self-medicate
- 3.3.4. Ability to understand
- 3.4. If a guardian with authority regarding health care decisions has been appointed for an individual, the "Community mental health provider" shall obtain the consent of the guardian prior to the administration of medications.
- 3.5. Authorized providers shall administer only those medications for which there is a medication order.
- 3.6. Authorized providers shall maintain a copy of each individual's medication orders in the individual's record.
- 3.7. Authorized providers shall administer PRN medication in accordance with:
 - 3.7.1. A medication order; and
 - 3.7.2. A PRN protocol approved by the prescribing practitioner or the nurse trainer that includes:
 - 3.7.2.1. The specific condition(s) for which the medication is given;
 - 3.7.2.2. A maximum daily dosage; and
 - 3.7.2.3. Any special instructions.
- 3.8. Authorized providers shall administer medications only to the individuals to whom they are regularly assigned or about whom they have current knowledge relative to their medication regimes.
- 3.9. Information specific to each medication shall be obtained by the authorized provider prior to administration of medications, including, at a minimum:
 - 3.9.1. The purpose and effect(s) of the medication;
 - 3.9.2. Response time of the medication;
 - 3.9.3. Possible side effects, adverse reactions, and symptoms of overdose;
 - 3.9.4. Possible medication interactions; and
 - 3.9.5. Special storage or administration procedures.
- 3.10. In the event of discovery of a medication occurrence, an authorized provider shall:



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Administration of Medications in the Transitional Housing Program

- 3.10.1. Consult immediately with a licensed person concerning any actions to be taken;
- 3.10.2. Document each medication occurrence within 8 hours of discovery of the occurrence; and
- 3.10.3. Forward the documentation to the nurse trainer within one business day.
- 3.11. In the event of medication refusal, the authorized provider shall:
 - 3.11.1. Consult immediately with a licensed person concerning any actions to be taken;
 - 3.11.2. Document each medication occurrence pursuant within 8 hours of discovery of the refusal; and
 - 3.11.3. Forward the documentation to the nurse trainer within one business day.
- 3.12. In those cases where an individual has a history of medication refusal, immediate consultation and documentation pursuant to 3.11 above shall not be necessary if a protocol has been developed by the individual's treatment team that includes the actions to be taken to address the refusal and has been approved by the prescribing practitioner and, if applicable, guardian.
- 3.13. Copies of medication occurrence and medication refusal reports shall be maintained in the quality improvement office at the "Community mental health provider".

4. Self-Medication.

- 4.1. Individuals who wish to take their own medications, with their guardians' approval, if applicable, shall be determined to be self-medicating by a licensed physician, A.R.N.P., physician assistant, or nurse trainer if they demonstrate the ability to:
 - 4.1.1. Identify each medication;
 - 4.1.2. Indicate the purpose of each medication;
 - 4.1.3. Indicate the dosage, frequency, time and route of administration for each medication;
 - 4.1.4. Demonstrate an understanding of the potential consequences of not taking the medication or of not taking the medication properly;
 - 4.1.5. Indicate circumstances for which assistance should be sought from licensed persons; and



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Administration of Medications in the Transitional Housing Program

- 4.1.6. Seek assistance, if needed, from licensed persons.
- 4.2. If individuals do not demonstrate the ability to self-medicate pursuant to (a) above but wish to receive education regarding self-medication, then:
 - 4.2.1. The individual service plan shall document the individual's need for such education;
 - 4.2.2. The education shall precede self-medication and include, minimally, the components outlined in (a)(1)-(6) above; and
 - 4.2.3. Until an individual demonstrates the capability to self-medicate, the individual receiving education shall be directly supervised by a licensed person or an authorized provider when taking medications to prevent medication occurrences.
- 4.3. If an individual's physical or mental health declines such that his or her ability to self-administer is affected, the individual shall be re-assessed by a licensed physician, A.R.N.P., physician assistant, or nurse trainer to determine his or her continued capability to self-medicate.
- 4.4. Documentation by the nurse trainer and, if applicable, guardian approval of self-medication ability shall be maintained in the individual's record at the community residence.

5. Training and Authorization of Providers.

- 5.1. Providers who request training to be authorized to administer medications shall complete a training program that:
 - 5.1.1. Consists of a minimum of 8 hours of classroom training, exclusive of testing or nurse trainer competency evaluation;
 - 5.1.2. Is conducted by a nurse trainer; and
 - 5.1.3. Covers the following topics:
 - 5.1.3.1. The role, responsibilities and performance of the authorized provider in the medication administration process;
 - 5.1.3.2. Principles of emergency response;
 - 5.1.3.3. Effective health care coordination;
 - 5.1.3.4. Rights regarding accepting or refusing medications;
 - 5.1.3.5. Principles of infection control as they relate to medication administration;



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Administration of Medications in the Transitional Housing Program

- 5.1.3.6. Anatomy and physiology as they relate to medication administration;
- 5.1.3.7. Common reactions to medications;
- 5.1.3.8. Categories of medications and their effects;
- 5.1.3.9. Effective management of poisoning or medication overdose;
- 5.1.3.10. Storage and disposal of medications;
- 5.1.3.11. Communications with individuals and if applicable, their guardians, about their medications;
- 5.1.3.12. The 6 principles of medication administration including:
 - 5.1.3.12.1. The correct medication;
 - 5.1.3.12.2. The correct dosage of the medication;
 - 5.1.3.12.3. The medication to the correct individual;
 - 5.1.3.12.4. The medication at the correct time;
 - 5.1.3.12.5. The medication to the individual by the correct method; and
 - 5.1.3.12.6. The accurate documentation;
- 5.1.3.13. Methods of administration, including:
 - 5.1.3.13.1. Oral;
 - 5.1.3.13.2. Topical;
 - 5.1.3.13.3. Inhalant;
 - 5.1.3.13.4. Sublingual;
 - 5.1.3.13.5. Transdermal;
 - 5.1.3.13.6. Nasal;
 - 5.1.3.13.7. Ocular;
 - 5.1.3.13.8. Auricular;
 - 5.1.3.13.9. Vaginal;
 - 5.1.3.13.10. Rectal; and
 - 5.1.3.13.11. When indicated by the needs of the individual:



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- 5.1.3.13.11.1. Subcutaneous;
- 5.1.3.13.11.2. Intramuscular, only if epinephrine via auto injector; and
- 5.1.3.13.11.3. Enteral; and
- 5.1.3.14. Methods of documenting:
 - 5.1.3.14.1. The administration of medications;
 - 5.1.3.14.2. The use of controlled substances; and
 - 5.1.3.14.3. Medication occurrences.
- 5.2. To be authorized to administer medications, providers shall have:
 - 5.2.1. Completed a minimum of 8 hours of classroom training as set forth as set forth in 5.1 above;
 - 5.2.2. Scored 80% or higher, on a written examination based on the information conveyed to them in the training referenced in 5.1 above; and
 - 5.2.3. Demonstrated knowledge of the following pertaining to each individual's medication(s):
 - 5.2.3.1. The name of the medication;
 - 5.2.3.2. The reason for its use;
 - 5.2.3.3. Any side effects or adverse reactions; and
 - 5.2.3.4. Any special instructions such as giving certain fluids, checking pulse rate or monitoring blood levels; and
 - 5.2.4. Following direct observation by a nurse trainer, been found appropriate, pursuant to Nur 404.06(b)-(f), to be authorized to administer medications.
- 5.3. Authorization pursuant to (b) above shall be valid for one year from the date of issuance.
- 5.4. Whenever a change in an individual's medication occurs or a new individual begins to receive services, the nurse trainer shall educate the authorized provider according to "Training and Authorization of Providers" section above.
- 5.5. Re-authorization of an authorized provider shall:
 - 5.5.1. Follow a nurse trainer's direct observation of the provider in the administration of medication;

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- 5.5.2. Be performed in accordance with Nur 404.06(b)-(f), as applicable; and
- 5.5.3. Be valid for a period of 12 months from the date of issuance.
- 5.6. Documentation of authorization pursuant to 5.2.4 and 5.5 above shall be maintained by the nurse trainer for each authorized provider.
- 5.7. Authorization of providers to administer medication shall be rescinded pursuant to Nur 404.06(g)-(h). Authorization shall be reinstated pursuant to "Training and Authorization of Provider" section above.

6. Documentation.

- 6.1. For each individual for whom medications are administered, an authorized provider shall maintain documentation of medication administration that includes:
 - 6.1.1. The name of the individual;
 - 6.1.2. If applicable, the guardian's name and contact information;
 - 6.1.3. Emergency contacts;
 - 6.1.4. Allergies, if applicable; and
 - 6.1.5. For each medication prescribed:
 - 6.1.5.1. The name of the individual;
 - 6.1.5.2. The dosage;
 - 6.1.5.3. The frequency of administration;
 - 6.1.5.4. The route of administration;
 - 6.1.5.5. The date and time of administration;
 - 6.1.5.6. The order date; and
 - 6.1.5.7. Special considerations in taking the medication, if applicable, as directed by the prescribing practitioner or the pharmacist.
- 6.2. Documentation of medication administration shall be completed by the authorized provider at the time medications are administered.
- 6.3. Each authorized provider who administers medications to an individual shall enter his or her full signature, credentials and initials in a section designated for such purpose in the individual's current medication log.
- 6.4. When a PRN medication is administered, documentation shall be



Exhibit A -1

Administration of Medications in the Transitional Housing Program

- pursuant to 6.1 above and also include the reason for administration and the medication's effectiveness.
- 6.5. When a controlled drug is prescribed for an individual, the authorized provider shall maintain an inventory that includes:
- 6.5.1. The name of the individual;
 - 6.5.2. The name of the prescribing practitioner;
 - 6.5.3. The name of the drug and strength;
 - 6.5.4. The amount used;
 - 6.5.5. Amount remaining;
 - 6.5.6. The time and date administered;
 - 6.5.7. The name and credentials of the person who administered the medication;
 - 6.5.8. Documentation of a daily count; and
 - 6.5.9. If applicable, documentation of disposal in the presence of 2 people, at least one of whom is a licensed person.
- 6.6. An authorized provider shall document:
- 6.6.1. (1) Each medication occurrence upon discovery; and
 - 6.6.2. (2) An individual's refusal to take medications, except as noted "Medication Administration" section paragraph 3.12.
- 6.7. Documentation required pursuant to 6.6 above shall, at a minimum, include the following:
- 6.7.1. The individual's name;
 - 6.7.2. The date and time of the occurrence or refusal;
 - 6.7.3. The drug name, dosage, frequency, route of administration and prescribing practitioner;
 - 6.7.4. A description of the occurrence or refusal;
 - 6.7.5. The date and time of notification of a licensed person
 - 6.7.6. Actions recommended by the licensed person;
 - 6.7.7. Actions taken by the authorized provider; and
 - 6.7.8. The date and time of notification of a nurse trainer.
- 6.8. Changes in medication orders shall be documented on the medication log by licensed persons or authorized providers.



Exhibit A -1

Administration of Medications in the Transitional Housing Program

- 6.9. The authorized provider shall report all changes in medication orders to the nurse trainer.
- 6.10. The authorized provider shall note, in the medication log, any medication withheld and the reason(s) the medication was withheld.
- 6.11. The requirements of 6.1 through 6.9 above shall not apply to individuals who self-medicate

7. Storage of Medications.

- 7.1. All medications to be administered by an authorized provider shall be kept in a locked container, cabinet or closet.
- 7.2. All controlled drugs to be administered by the authorized provider shall be stored in a locked compartment within a locked container, cabinet or closet.

8. Quality Review.

- 8.1. A registered nurse or licensed practical nurse shall, at least monthly, review the following for all individuals whose medications are administered by authorized providers:
 - 8.1.1. Documentation that the provider administering the medication(s) holds a current authorization;
 - 8.1.2. Medication orders and PRN protocols;
 - 8.1.3. Medication labels and medications listed on the medication log to ensure that they match prescribing practitioner's orders;
 - 8.1.4. Medication logs to ensure that documentation indicates:
 - 8.1.4.1. That medication was administered as prescribed;
 - 8.1.4.2. Refusal by the individual to take medication, if applicable;
 - 8.1.4.3. Any medication occurrences; and
 - 8.1.4.4. The full signatures and credentials of all persons who initial the log; and
 - 8.1.5. Medication storage to ensure compliance with "Storage of Medication" section
- 8.2. Reviews pursuant to 8.1 above shall be documented, dated and signed by the nurse and retained for at least 6 years by the community mental health program.

9. Designation of Nurse Trainers.



Exhibit A -1

Administration of Medications in the Transitional Housing Program

- 9.1. The director shall, upon request, grant designation as a nurse trainer to nurses who:
 - 9.1.1. Have a license as a registered nurse in the State of New Hampshire that is current and unencumbered;
 - 9.1.2. Have 2 years of licensed nursing experience, at least one of which has been as a registered nurse, within the past 5 years; and
 - 9.1.3. Have completed a 6 hour orientation program conducted by the division of behavioral health.
- 9.2. The director shall, upon request, grant 45 day conditional designation as a nurse trainer to nurses who fulfill the requirements of 9.1.1 and 9.1.2, above but have not yet completed the orientation required by 9.1.3, above.
- 9.3. A nurse granted conditional designation shall not authorize or re-authorize providers to administer medications but may supervise currently authorized providers.

10. Medication Quality Review.

- 10.1. The medical director shall review information submitted pursuant to 10.4, below.
- 10.2. A nurse trainer from the "Community mental health provider" shall annually submit a report to the program's director of quality assurance that includes the following:
 - 10.2.1. The program name;
 - 10.2.2. The dates during which information was collected and the number of individuals served;
 - 10.2.3. The name, license number, and license expiration date of the nurse trainer;
 - 10.2.4. The date on which the nurse trainer received his or her training and authorization as a trainer;
 - 10.2.5. The number of hours of supervision provided by the nurse trainer per month;
 - 10.2.6. The number of providers trained and number of authorized providers retrained within the particular reporting period;
 - 10.2.7. The total number of providers authorized to administer medication within CMHC programs as of the date of the report;



Exhibit A -1

Administration of Medications in the Transitional Housing Program

- 10.2.8. The total number of medication occurrences listed by specific medication(s) involved, type, frequency, and the corrective action taken;
- 10.2.9. The number of department-issued "medication Administration" related certification deficiencies documented for the setting pursuant to He-M 1002.13;
- 10.2.10. Any medication related waiver for the setting, if any;
- 10.2.11. A narrative summary of the factors which affected the administration of medication; and
- 10.2.12. The signature of the nurse trainer completing the form and the date on which the report is submitted.
- 10.3. The quality assurance director the "Community mental health provider" shall report annually on the agency's performance in medication administration to the division. The report shall summarize the content of the nurse trainer's report.
- 10.4. The medical director shall review the reports submitted pursuant to (d) above and recommend to the director that corrective action be taken by those community residences that, as demonstrated by the reports, have failed to comply with the provisions of this "Medication Administration" Exhibit A-1.
- 10.5. The recommendations shall identify areas of non-compliance and suggest corrective action to be taken.
- 10.6. The director shall review all recommendations for corrective action made pursuant to 10.4. above. For the "Community mental health provider" for which corrective action has been suggested, the director shall require such corrective action to be taken. Corrective action shall be designed to result in an agency's compliance with the "Medication Administration" Exhibit A-1.
- 10.7. The "Community mental health provider" that is in receipt of a requirement for corrective action shall, within 30 days of such receipt, forward a corrective action plan to the medical director and begin implementation of such plan.

11. Revocation.

- 11.1. Under the following circumstances, the director shall revoke the designations of those nurse trainers and authorizations to administer medications of those providers in "Community mental health provider" where corrective action has been required:



Exhibit A -1

Administration of Medications in the Transitional Housing Program

- 11.1.1. A "Community mental health provider" fails to submit a corrective action plan
- 11.1.2. A "Community mental health provider" submits a corrective action plan which fails to satisfy the criteria specified by the medical director or his or her designee or
- 11.1.3. The "Community mental health provider" fails to implement a corrective action plan.
- 11.2. Revocation shall only occur following the provision of 30 days' written notice. Such written notice shall state the reasons for the revocation and inform the "Community mental health provider" that it may appeal the decision. If an appeal of the decision is filed, the revocation shall be postponed pending final action by the director.
- 11.3. The division shall withdraw a notice of revocation if, within the notice period, the "Community mental health provider" complies with or, in the judgment of the director or designee, has made progress toward complying with the "Medication Administration" Exhibit A-1.

12. Appeals

- 12.1. A request for appeal shall be submitted in writing to the director within 10 days following the date of the notification of revocation of authorization of a provider to administer medication or designation of a nurse trainer.
- 12.2. The director shall immediately forward the request to the administrative appeals unit so that an appeal proceeding can be scheduled.
- 12.3. Appeals shall be conducted in accordance with He-C 200.

13. He-M 1202.13 Waivers.

- 13.1. A provider or "Community mental health provider" may request a waiver of specific procedures outlined in this Appendix, in writing, from the department.
- 13.2. A request for waiver shall include:
 - 13.2.1. A specific reference to the section of the Appendix for which a waiver is being sought;
 - 13.2.2. A full explanation of why a waiver is necessary;
 - 13.2.3. A full explanation of alternative provisions or procedures proposed by the "Community mental health provider" or individual;



Exhibit A -1

Administration of Medications in the Transitional Housing Program

- 13.2.4. If the setting is certified, the date of certification;
- 13.2.5. Signature of the individual(s) or legal guardian(s) indicating agreement with the request; and
- 13.2.6. Signature of the "Community mental health provider" executive director or designee recommending approval of the waiver.
- 13.3. No provision or procedure prescribed by statute shall be waived.
- 13.4. The director shall grant the waiver if he or she determines that the alternative proposed meets the objective or intent of the rule and does not negatively impact the health or safety of the individual(s).
- 13.5. Upon receipt of approval of a waiver request, the "Community mental health provider", the provider or individual's subsequent compliance with the alternative provisions or procedures approved in the waiver shall be considered compliance with the rule for which waiver was sought.
- 13.6. Waivers shall be granted in writing for a specific duration not to exceed one year.
- 13.7. A provider, a "Community mental health provider" or individual may request a renewal of a waiver from the department. Such request shall be made at least 90 days prior to the expiration of a current waiver and shall not exceed one year.



Method and Conditions Precedent to Payment

1. This contract is directly funded with General Funds anticipated to be available based upon continued appropriation. This contract also authorizes the Contractor to seek reimbursement from Federal funding sources as specified herein, conditioned upon continued support of the program by the state and federal governments.
2. Access to supporting federal funding is dependent upon the Contractor meeting the requirements in accordance with the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.778, Federal Award Identification Number (FAIN) NH20144.
3. The State shall pay an advanced payment in the total amount of \$80,300, in accordance with Exhibit B-1 Advance Request, Capital Budget upon Governor and Executive Council approval and receipt of an advance request invoice submitted by the Contractor on Contractor letterhead that details all purchases to be completed with the advancement of funds.
4. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
5. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 5.1. For Medicaid enrolled individuals:
 - 5.1.1. Through the DHHS Medicaid Fee for Service program in accordance with the Fee for Service (FFS) schedule specified in, Exhibit B-4.
 - 5.1.2. For other medical services not specified in Exhibit B-4, that the Contractor provides to individuals served under this Agreement, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 5.2. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
 - 5.3. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits B-2 and B-3 for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill DHHS to access contract funds provided through this Agreement.
6. The Contractor shall, on a monthly basis:
 - 6.1. Document the expenses incurred for the fulfillment of services referenced in Paragraph 4, above.
 - 6.2. Document the revenue received in response to the billing referenced in Paragraph 5.1 and 5.2, above, on a monthly basis.



- 6.3. Submit documentation identified in Subparagraphs 6.1 and 6.2 on the Department-approved invoice template.
- 6.4. Identify the amount of reimbursement to be billed under this contract for the applicable month.
7. Services not covered by Medicaid or by other insurance that are eligible for payment of contract funds shall be paid to the Contractor within forty-five (45) days of DHHS invoice receipt.
 - 7.1. The Contractor shall itemize all expenses consistent with the budget line item number in accordance with the Exhibits B-1 through B-3 for the applicable period.
 - 7.2. The Contractor shall not seek payment of contract funds for services the Contractor bills to Medicaid or other insurance payors.
8. All invoices submitted by the Contractor are subject to Department approval prior to payment processing for services identified Exhibit A, Scope of Services.
9. The Department reserves the right to withhold and/or reduce payments if the Contractor is not in compliance with rules, regulations, and laws cited in Exhibit A, Scope of Services.
10. The Contractor shall submit invoices electronically to the attention of the Department designee, whose contact information shall be provided upon the contract effective date.
11. The Contractor may submit a final payment request to DHHS for reimbursement; in no event shall the final payment request be submitted later than sixty (60) days after the Contract ends. Failure to submit the invoice and accompanying documentation may result in nonpayment.
12. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services, required reports, or other contractual obligations contained in this Agreement, have not been completed in accordance with the terms and conditions specified herein.
14. In the event the Department determines that the Contractor is unnecessarily delaying or denying acceptance of individuals referred by New Hampshire Hospital to the Transitional Housing program contracted herein, or unnecessarily delaying transition of such individuals into or out of said program, the Department will notify the Contractor in writing of its determination; the notification shall include the Department's requested remedy. The Contractor shall have up to thirty (30) days to comply with the Department's request or to otherwise reach a remedy that is mutually agreeable to the Department and the Contractor. The Contractor's failure

W
10/31/17



Exhibit B

to comply with said remedy may be deemed by the Department noncompliance with the obligations contained in this Agreement.

15. Notwithstanding paragraph 18 of the P-37, a contract amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, and amendment of related budget exhibits, may be made by written agreement of both parties through the Budget Office without further approval from Governor and Executive Council, if needed and justified.
16. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the end of the fiscal year.
17. Any expenditure that exceeds the approved services shall be solely the financial responsibility of the Contractor.

PK
Date 10/31/17

Exhibit B-1 Budget

Capital Budget Narrative to Budget Line Item Detail on Page 2		
Capital Revenue Required	Amount requested - Please see amount being requested for advance to ensure capital activities starts immediately.	\$80,300
Equipment	10 computers @ \$1,000 each, \$2,000 network scanner/printer, 3,000 for phones, 10 laptops @ \$1,500 each mobile internet hubs, \$2,000 for software cost set-up and additional IT Infrastructure set up.	15,000
Supplies	\$1,500 per client to set-up 14 rooms with required furnishing.	10,500
Furniture (client)	Start-up supplies for program such as paper, toner, pens, chairs, desks and other operational supplies for	2,000
Supplies/Office furniture	Start-up supplies for clients such us bed sheets, pillows, towels and other client supplies for rooms - 14 X \$200	2,800
Client supplies		
Subcontractors/Agre		
Property Rehab/Acquisition	Funds to be utilized to rehab current/existant location and ensure all areas are in accordance to requirements for clients. Also, use funds as a down payment for property acquisition if needed to accommodate clients.	50,000
TOTAL EXPENSES		80,300

Advance to place large order with supplier and begin infrastructure set-up and IT implementation

Advance to purchase all of the furniture to set-up first residents.

To purchase required items for clients starting in year 1.

Advance to complete rehab work based on contract requirements

Advanced payments necessary to avoid line of credit use and associated interest. These are items in which payment is needed immediately upon purchase/ hiring.

Contractor Initials: 
Date: 10/31/17

Exhibit B-2 Budget

November 2017 through June 2018 Narrative that Details Budget Line Items on Page 2	
Residential Revenue Required	894,200 Amount requested for 14 beds
Client revenue	21,504 30% of income based on \$800 X 14 Clients @ collection rate of 80% X 8 mths
First Shift	Salary expenses were based on a 16 pay period per each FTE due to first year starting on 11/1/2017 - Budget is reflected for 8 months - 16 pay periods X 80 hrs = 1280 hrs for 1 FTE
Program Manager	44,800 1.0 FTE @ \$35/HR
Assistant Program Manager/Case Manager	32,000 1.0 FTE @ \$25/HR to provide program manager assistance
Register Nurse	44,800 1.0 FTE @ \$35/hr
LNA	23,040 1.0 FTE @ \$18/hr
Support Staff	25,600 1.0 FTE @ \$20/HR
Second Shift	
Register Nurse	44,800 1.0 FTE @ \$35/HR
Support Staff	25,600 1.0 FTE @ \$20/HR to cover 2nd shift - 24X7 coverage
Third Shift	
LNA	32,000 1.0 FTE @ \$25/HR to cover 3rd shift
Support Staff	25,600 1.0 FTE @ \$20/HR to cover 3rd shift - 24X7 coverage
Weekend Coverage	
RN - Weekend Coverage	47,360 1.0 FTE @ 37/HR for weekend coverage
Support Staff	26,880 1.0 FTE @ \$21/HR to cover weekend shifts
LNA	28,160 1.0 FTE @ \$22/HR to cover weekend shifts
Other Coverage	
Medical Director/Psychiatrist	24,960 0.10 FTE @ \$120/hr
On-Call Clinician/RN	17,160 Based on a \$25 for weekday & \$75 for weekend
RN Per diem coverage	23,712 0.30 FTE @ \$38/hr for per diem coverage
Per diem coverage	10,400 0.20 FTE @ \$25/hr for per diem coverage
TOTAL Salaries & Wages	476,372
Payroll Taxes	38,150 8% of total salary and wages - Agency's running rate.
Benefits	95,374 25% of total salary and wages - Agency's running rate.
TOTAL Fringe Benefits	133,524
TOTAL PERSONNEL COST	610,396

Contractor Initials: PK
 Date: 10/31/17

Exhibit B-2 Budget

Operations	Average cost per location
Contract Fees	Specialized treatment such as sex offender, risk assessment evals, court mandate treatment etc...
Contract Fees - Nurse Trainer/additional nursing coverage	39,625 To contract with Healthat Home for Nurse trainer cost to provide the required and needed training for staff and additional coverage for nursing care for clients.
Electricity	3,600 \$450/mth based on historical data of building
Water	1,600 \$200/mth based on historical data of building
Sewer/Waste Water Exp	1,336 \$167/mth based on historical data of building
Heating Oil	2,600 \$325/mth based on historical data of building
Maintenance: Repairs	2,400 \$300/mth based on historical data
Vehicle Lease	4,000 \$500/mth for client transportation
Snow Removal	5,200 \$5,200 a year for snow removal
Supplies: Building/Household	2,400 \$300/mth janitorial supplies and building/cleaning supplies
Food	22,400 14 clients @ \$50/wk X 32 wks
Training	5,000 \$5,000 a year of training expenses for staff
Telephone	5,760 \$60/mth telephone, internet monthly cost - current rates for 12 FTE's
Supplies: Office	3,600 \$450/mth for office supplies, including tonner - operational expenses
Supplies: Clients	2,800 \$350/mth for clients supplies
Postage	250 Operational cost
Staff Transportation	1,200 Based on 2,400 miles a year @ \$0.50 for local staff travel
Software/Electronic Health Record	3,500 Software cost, such as HR, Case manager and GE centrivity
Insurance: Property/Liability	1,600 \$200/mth based on current insurance policy
Insurance-Workers Compensation	20,829 Based on agency's policy rate
TOTAL Operations	143,614
TOTAL EXPENSES	754,010
Indirect Cost	161,694
TOTAL EXPENSES	915,704
	Per approved Indirect rate agreement - 26.49% of direct staff

Contractor Initials: FLC
 Date: 10/31/17

Exhibit B-3 Budget

July 2018 through June 2019 Budget Narrative for Budget Line Item Detail on Page 3

Residential Revenue Required	1,050,000	Amount requested for 14 beds
Client revenue	36,288	30% of income based on \$800 X 14 Clients @ collection rate of 90% X 12 mths
First Shift		
Program Manager	72,800	1.0 FTE @ \$35/HR
Register Nurse	72,800	1.0 FTE @ \$35/hr
LNA	37,440	1.0 FTE @ \$18/hr
Second Shift		
Register Nurse	72,800	1.0 FTE @ \$35/HR
Support Staff	41,600	1.0 FTE @ \$20/HR to cover 2nd shift - 24X7 coverage
Third Shift		
LNA	52,000	1.0 FTE @ \$25/HR to cover 3rd shift
Support Staff	41,600	1.0 FTE @ \$20/HR to cover 3rd shift - 24X7 coverage
Weekend Coverage		
RN - Weekend Coverage	76,960	1.0 FTE @ 37/HR for weekend coverage
Support Staff	43,680	1.0 FTE @ \$21/HR to cover weekend shifts
LNA	23,760	0.50 FTE @ \$22/HR to cover weekend shifts
Other Coverage		
Medical Director/Psychiatrist	12,480	0.05 FTE @ \$120/hr
On-Call Clinician/RN	28,600	Based on a \$25 for weekday & \$75 for weekend
RN Per diem coverage	23,712	0.30 FTE @ \$38/hr for per diem coverage
Per diem coverage	10,200	0.20 FTE @ \$25/hr for per diem coverage
TOTAL Salaries & Wages	610,432	
Payroll Taxes	48,835	8% of total salary and wages - Agency's running rate.
Benefits	122,086	25% of total salary and wages - Agency's running rate.
TOTAL Fringe Benefits	170,921	
TOTAL PERSONNEL COST	781,353	

Contractor Initials: 
 Date: 10/31/17

Exhibit B-3 Budget

Operations	Average cost per location
Contract Fees	5,338 Specialized treatment such us sex offender, risk assesment evals, court mandate treatment etc...
Contract Fees - Nurse Trainer	3,500 To contract with Healthyat Home for Nurse trainer cost to provide the required and needed training for staff.
Electricity	5,400 \$450/mth based on historical data of building
Water	2,400 \$200/mth based on historical data of building
Sewer/Waste Water Exp	2,004 \$167/mth based on historical data of building
Heating Oil	3,900 \$325/mth based on historical data of building
Maintenance: Repairs	3,600 \$300/mth based on historical data
Vehicle Lease	6,000 \$500/mth for client transportation
Snow Removal	5,200 \$5,200 a year for snow removal
Supplies: Building/Household	3,600 \$300/mth janitorial supplies and building/cleaning supplies
Food	14,560 14 clients @ \$20/wk X 52 wks
Telephone	8,640 \$60/mth telephone, internet monthly cost - current rates for 12 FTE's
Supplies: Office	1,200 \$100/mth for office supplies, including tonner - operational expenses
Supplies: Clients	600 \$50/mth for clients supplies
Postage	250 Operational cost
Staff Transportation	1,200 Based on 2,400 miles a year @ \$0.50 for local staff travel
Software/Electronic Health Record	1,500 Software cost, such as HR, Case manager and GE centricity
Insurance: Property/Liability	2,400 \$200/mth based on current insurance policy
Insurance-Workers Compensation	26,662 Based on agency's policy rate
TOTAL Operations	97,954
TOTAL EXPENSES	879,307
Indirect Cost	206,980 Per approved Indirect rate agreement - 26.49% of direct staff
TOTAL EXPENSES	1,086,287

Contractor Initials: PK
Date: 16/31/12

Exhibit B-3 Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Harbor Homes Inc.

Budget Request for: Transitional Housing

Budget Period: July 2018 through June 2019

1. Total Salary/Wages	610,432	161,703	772,135	-	-	610,432	161,703	772,135
2. Employee Benefits	170,921	45,277	216,198	-	-	170,921	45,277	216,198
3. Consultants	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-
Rental	6,000	-	6,000	-	-	6,000	-	6,000
Repair and Maintenance	3,600	-	3,600	-	-	3,600	-	3,600
Purchases/Depreciation	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-
Office	1,200	-	1,200	-	-	1,200	-	1,200
6. Travel	1,200	-	1,200	-	-	1,200	-	1,200
7. Occupancy	18,904	-	18,904	-	-	18,904	-	18,904
8. Current Expenses	-	-	-	-	-	-	-	-
Telephone	8,640	-	8,640	-	-	8,640	-	8,640
Postage	250	-	250	-	-	250	-	250
Subscriptions	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-
Insurance	29,062	-	29,062	21,728	-	21,728	7,334	7,334
Board Expenses	-	-	-	-	-	-	-	-
Software	1,500	-	1,500	-	-	1,500	-	1,500
9. Marketing/Communications	-	-	-	-	-	-	-	-
10. Staff Education and Training	-	-	-	-	-	-	-	-
11. Staff Education and Training	8,638	-	8,638	-	-	8,638	-	8,638
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-
13. Other (Specific details mandatory)	-	-	-	-	-	-	-	-
Building/Household	3,600	-	3,600	-	-	3,600	-	3,600
Client Food	14,560	-	14,560	14,560	-	14,560	-	14,560
Client supplies	600	-	600	-	-	600	-	600
TOTAL	879,307	206,980	1,086,287	36,288	23.5%	843,019	206,980	1,050,000

Indirect As A Percent of Direct

Contractor Initials: PKK
Date: 10/31/14



Exhibit B-4 THS Authorized Medicaid Services

THS Authorized Medicaid Services

	Minimum Staff Qualifications	Service	National Code	Rate	Freq./Duration
1	Bachelors Level Staff	Restorative Partial Hospitalization, Continuous Treatment Team Full Day	H2020	Shall be paid in accordance with the CMHC Published Fee Schedule	1 event per day
2	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Continuous Treatment Team Full Day	H2018		1 event per day
3	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Continuous Treatment Team, Half Day	H2001		1 event per day
4	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Full Day	H2018		1 event per day
5	Team, Psychiatrist, RN, Masters, Bachelors	Restorative Partial Hospitalization, Half Day	H2001		1 event per day
6	Bachelors Level Staff	Case Management	T1016		1 per calendar month
7	Bachelors Level Staff	Supported Employment	H2023		15 minute unit
8	Bachelors Level Staff	Psychoeducation (IMR) for Individuals	H2027		15 minute unit
9	Bachelors Level Staff	Psychoeducation (IMR) for Families/Groups	H2027-HQ		15 minute unit
10	Masters Level Clinician	Individual Psychotherapy 20-30 minutes	90804		1 event per day
11	Psychiatrist	Individual Psychotherapy w/ med mgmt 20-30 minutes face to face	90805		1 event per day
12	Masters Level Clinician	Individual Psychotherapy 45-50 minutes	90806		1 event per day
13	Psychiatrist	Individual Psychotherapy w/ med mgmt 45-50 minutes face to face	90807		1 event per day
14	Masters Level Clinician	Individual Psychotherapy 75-80 minutes	90808		1 event per day
15	Psychiatrist	Individual Psychotherapy w/ med mgmt 75-80 minutes face to face	90809		1 event per day
16	Masters Level Clinician	Group Psychotherapy	90853		15 minute unit
17	Psychiatrist	Psychiatric Assessment	99213		1 - 99xxx event per day
18	Psychiatrist	New Patient Office or Other outpatient visit - E&M 10 minutes face to face	99201		1 event per day
19	Psychiatrist	New Patient Office or Other outpatient visit - E&M 20 minutes face to face	99202		1 event per day
20	Psychiatrist	New Patient Office or Other outpatient visit - E&M 30 minutes face to face	99203		1 event per day
21	Psychiatrist	New Patient Office or Other outpatient visit - E&M 45 minutes face to face	99204		1 event per day
22	Psychiatrist	New Patient Office or Other outpatient visit - E&M 60 minutes face to face	99205		1 event per day
23	Psychiatrist	Evaluation and management of patient that may not require the presence of a physician, typically 5 minutes face to face	99211		1 event per day
24	Psychiatrist	Evaluation and management of patient, typically 10 minutes face to face	99212		1 event per day
25	Psychiatrist	Evaluation and management of patient, typically 15 minutes face to face	99213		1 event per day
26	Psychiatrist	Evaluation and management of patient, typically 25 minutes face to face	99214		1 event per day
27	Psychiatrist	Evaluation and management of patient, typically 40 minutes face to face	99215		1 event per day



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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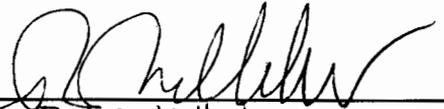
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

Contractor Name: Harbor Home Inc.

10/31/17
Date


Name: Peter Kelleher
Title: President & CEO



CERTIFICATION REGARDING LOBBYING

The Contractor 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

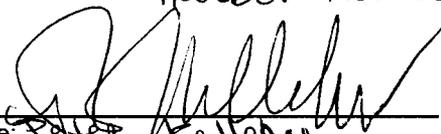
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-I.)
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.

Contractor Name: Harbor Homes, Inc

10/31/17
Date


Name: Walter Keltner
Title: President & CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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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.

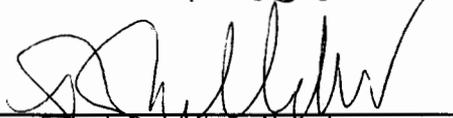
PRIMARY COVERED TRANSACTIONS

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: Harbor Homes Inc.


Name: Peter Kelleher
Title: President & CEO

10/31/17
Date

Contractor Initials 
Date 10/31/17



**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

en

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

Date

10/31/17

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.

10/31/17
Date

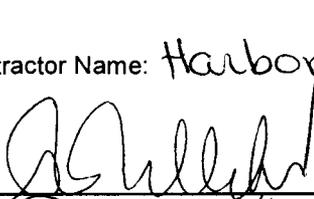
Contractor Name: Harbor Homes Inc.

Name: Peter Kelleher
Title: President & CEO

Exhibit G

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

Contractor Initials



Date 10/31/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

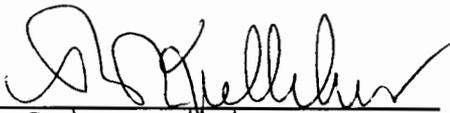
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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: Harbor Homes Inc.

10/31/17
Date


Name: Peter Kelleher
Title: President & CEO

Contractor Initials PK
Date 10/31/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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

pk

10/31/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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10/31/17



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

[Handwritten initials]

10/31/17



Exhibit I

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

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

Department of Health and Human Services
 The State

Katja S Fox
 Signature of Authorized Representative

Katja S Fox
 Name of Authorized Representative

Director
 Title of Authorized Representative

10/31/17
 Date

Harbor Homes Inc.
 Name of the Contractor

[Signature]
 Signature of Authorized Representative

Peter Kelleher
 Name of Authorized Representative

President & CEO
 Title of Authorized Representative

10/31/17
 Date

Contractor Initials *PK*
 Date *10/31/17*



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

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

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

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

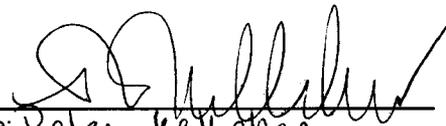
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: Harbor Homes Inc.

10/31/17
Date


Name: Peter Kelleher
Title: President & CEO



FORM A

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

1. The DUNS number for your entity is: 13-186-4357
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:

 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

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



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.

HW
10/31/17

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HARBOR HOMES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 15, 1980. 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: 62778



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 3rd day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2017

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 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 Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C No. Ext): 603-882-2766 E-MAIL ADDRESS: kgutekunst@eatonberube.com	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED HARHO Harbor Homes, Inc 45 High Street Nashua NH 03060	INSURER A: Hanover Insurance	
	INSURER B: Philadelphia Insurance Companies	
	INSURER C: Great Falls Insurance Co	
	INSURER D: Selective Insurance Group	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1324377087

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
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		306868	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			306871	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			306873	7/1/2017	7/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCD0936040016	11/26/2016	11/26/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B D	Professional Liability Management Liability Crime			L1VA986006 PHSD1049831 306868	7/1/2017 7/1/2017 7/1/2017	7/1/2018 7/1/2018 7/1/2018	\$1,000,000 \$1,000,000 \$510,000 \$3,000,000

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

Additional Named Insureds:
 Harbor Homes, Inc. - FID# 020351932
 Harbor Homes II, Inc.
 Harbor Homes III, Inc.
 Healthy at Homes, Inc. - FID# 043364080
 Milford Regional Counseling Service, Inc. - FID# 222512360
 See Attached...

CERTIFICATE HOLDER

State of New Hampshire
 Department of Health and Human Services
 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

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AGENCY CUSTOMER ID: HARHO

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Nashua NH 03060	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280
Welcoming Light, Inc. -FID# 020481648
HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

CERTIFICATE OF VOTE

I, Laurie Goguen, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Harbor Homes, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 10/31/17:
(Date)

RESOLVED: That the President + CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 31st day of October, 2017.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President + CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurie Goguen
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 31st day of Oct., 2017.

By Laurie Goguen
(Name of Elected Officer of the Agency)

Wendy Nichols
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19



77 Northeastern Blvd
Nashua, NH 03062
www.harborhomes.org



Phone: 603-882-3616
603-881-8436
Fax: 603-595-7414

A Beacon for the Homeless for Over 30 Years



Mission Statement

To create and provide quality residential and supportive services for persons (and their families) challenged by mental illness and homelessness.

A member of the Partnership for Successful Living

A collaboration of six affiliated not-for-profit organizations providing southern New Hampshire's most vulnerable community members with access to housing, health care, education, employment and supportive services.
www.nhpartnership.org

Harbor Homes • Healthy at Home • Keystone Hall • Milford Regional Counseling Services
• Southern NH HIV/AIDS Task Force • Welcoming Light



HARBOR HOMES, INC.
Financial Statements
For the Year Ended June 30, 2016
(With Independent Auditors' Report Thereon)

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102 Perimeter Road
Nashua, NH 03063
(603)882-1111
melansonheath.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Harbor Homes, Inc.

Additional Offices:

Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying financial statements of Harbor Homes, Inc., which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

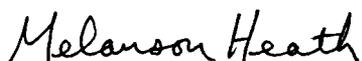
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. as of June 30, 2016, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Harbor Homes, Inc.'s fiscal year 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 10, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 2, 2016 on our consideration of the Harbor Homes, Inc.'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 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 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 Harbor Homes Inc.'s internal control over financial reporting and compliance.



November 2, 2016

HARBOR HOMES, INC.

Statement of Financial Position

June 30, 2016

(With Comparative Totals as of June 30, 2015)

<u>ASSETS</u>	<u>2016</u>	<u>2015</u>
Current Assets:		
Cash and cash equivalents	\$ 80,962	\$ 191,326
Investments	8,890	10,299
Accounts receivable, net	862,339	1,020,434
Patient services receivables, net	448,468	290,292
Due from related organizations	180,466	90,703
Prepaid expenses	<u>160,913</u>	<u>66,069</u>
Total Current Assets	1,742,038	1,669,123
Noncurrent Assets:		
Property and Equipment, net of accumulated depreciation	19,139,795	20,069,439
Restricted deposits and funded reserves	382,783	346,027
Due from related organizations	318,617	318,935
Beneficial interest	143,756	149,503
Deferred compensation plan	<u>100,591</u>	<u>91,937</u>
Total Noncurrent Assets	<u>20,085,542</u>	<u>20,975,841</u>
Total Assets	<u>\$ 21,827,580</u>	<u>\$ 22,644,964</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Accounts payable	\$ 233,806	\$ 448,625
Accrued expenses	789,127	720,016
Due to related organizations	-	109,364
Line of credit	100,100	733,319
Deferred revenue	256,659	2,259
Current portion of capital leases payable	47,985	43,126
Current portion of mortgages payable	<u>256,680</u>	<u>201,707</u>
Total Current Liabilities	1,684,357	2,258,416
Long Term Liabilities:		
Security deposits	31,953	42,494
Deferred compensation plan	107,215	91,937
Capital leases payable, net of current portion	13,446	61,431
Mortgages payable, tax credits	100,323	121,367
Mortgages payable, net of current portion	6,932,311	7,191,180
Mortgages payable, deferred	<u>5,217,096</u>	<u>5,332,834</u>
Total Long Term Liabilities	<u>12,402,344</u>	<u>12,841,243</u>
Total Liabilities	14,086,701	15,099,659
Unrestricted Net Assets	7,593,742	7,498,125
Temporarily Restricted Net Assets	<u>147,137</u>	<u>47,180</u>
Total Net Assets	<u>7,740,879</u>	<u>7,545,305</u>
Total Liabilities and Net Assets	<u>\$ 21,827,580</u>	<u>\$ 22,644,964</u>

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

HARBOR HOMES, INC.

Statement of Activities

For the Year Ended June 30, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	Unrestricted Net Assets	Temporarily Restricted Net Assets	2016 Total	2015 Total
Public Support and Revenue:				
Public Support:				
Federal grants	\$ 2,758,968	\$ -	\$ 2,758,968	\$ 3,343,768
State, local, and other grants	3,824,837	-	3,824,837	2,354,114
Contributions	141,631	343,000	484,631	444,890
Fundraising events	20,885	-	20,885	1,522
Net assets released from restriction	<u>243,043</u>	<u>(243,043)</u>	<u>-</u>	<u>-</u>
Total Public Support	6,989,364	99,957	7,089,321	6,144,294
Revenue:				
Department of Housing and Urban Development	2,940,896	-	2,940,896	2,872,237
Veterans Administrative grants	2,303,049	-	2,303,049	2,464,140
Contracted services	328,802	-	328,802	1,008,778
Patient services revenues, net	1,736,275	-	1,736,275	893,197
Medicaid - Federal and State, net	1,292,782	-	1,292,782	820,177
Rent and service charges, net	381,691	-	381,691	438,744
Other fees and miscellaneous	292,972	-	292,972	212,486
Other patient revenues	-	-	-	144,598
Outside rent	122,508	-	122,508	110,841
Management fees	36,960	-	36,960	35,478
Investment income/(loss)	(5,792)	-	(5,792)	2,708
Gain (loss) on disposal of fixed assets	-	-	-	332,618
Total Revenue	<u>9,430,143</u>	<u>-</u>	<u>9,430,143</u>	<u>9,336,002</u>
Total Public Support and Revenue	16,419,507	99,957	16,519,464	15,480,296
Expenses:				
Program	15,156,854	-	15,156,854	13,331,133
Administration	2,119,583	-	2,119,583	1,772,573
Fundraising	<u>264,974</u>	<u>-</u>	<u>264,974</u>	<u>380,786</u>
Total Expenses	17,541,411	-	17,541,411	15,484,492
Legal settlement, net (see Note 23)	1,119,434	-	1,119,434	-
Debt forgiveness	<u>98,087</u>	<u>-</u>	<u>98,087</u>	<u>-</u>
Change in net assets	95,617	99,957	195,574	(4,196)
Net Assets, Beginning of Year	<u>7,498,125</u>	<u>47,180</u>	<u>7,545,305</u>	<u>7,549,501</u>
Net Assets, End of Year	<u>\$ 7,593,742</u>	<u>\$ 147,137</u>	<u>\$ 7,740,879</u>	<u>\$ 7,545,305</u>

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

HARBOR HOMES, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	<u>2016 Total</u>	<u>2015 Total</u>
Expenses:					
Accounting fees	\$ -	\$ 54,671	\$ -	\$ 54,671	\$ 45,104
Advertising and promotion	4,135	6,194	124	10,453	5,921
Client expenses	196,185	-	-	196,185	237,585
Conferences, conventions, and meetings	53,193	1,426	299	54,918	25,639
Contract labor	261,391	-	16,018	277,409	289,589
Employee benefits	788,486	283,854	28,452	1,100,792	1,054,204
Grants	157,542	75	-	157,617	257,722
Information technology	158,019	32,889	33	190,941	148,414
Insurance	114,177	6,049	158	120,384	100,407
Interest	402,980	41,781	808	445,569	457,853
Legal fees	17,710	88,063	-	105,773	25,677
Management fees	-	11,624	-	11,624	10,518
Occupancy	5,674,641	79,130	3,651	5,757,422	4,447,022
Office expenses	146,474	43,912	2,915	193,301	206,997
Operational supplies	152,903	5,611	317	158,831	138,653
Other expenses	14,512	24,782	34,267	73,561	75,683
Payroll taxes	419,716	93,011	7,475	520,202	491,165
Professional fees	112,652	43,158	3,592	159,402	280,980
Salaries and wages	5,405,757	1,169,882	158,687	6,734,326	6,040,999
Security deposits	143,902	-	-	143,902	140,307
Staff development and expenses	16,966	3,839	224	21,029	86,768
Travel	57,575	1,999	354	59,928	50,160
Total Expenses Before Depreciation	<u>14,298,916</u>	<u>1,991,950</u>	<u>257,374</u>	<u>16,548,240</u>	<u>14,617,367</u>
Depreciation and amortization	<u>857,938</u>	<u>127,633</u>	<u>7,600</u>	<u>993,171</u>	<u>867,125</u>
Total Functional Expenses	<u>\$ 15,156,854</u>	<u>\$ 2,119,583</u>	<u>\$ 264,974</u>	<u>\$ 17,541,411</u>	<u>\$ 15,484,492</u>

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

HARBOR HOMES, INC.

Statement of Cash Flows

For the Year Ended June 30, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	<u>2016</u>	<u>2015</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 195,574	\$ (4,196)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	993,171	867,125
(Gain)/loss on disposal of fixed assets	-	(332,618)
(Gain)/loss on beneficial interest	5,747	(1,299)
Debt forgiveness	(98,087)	-
(Increase) Decrease In:		
Accounts receivable	158,095	(11,333)
Patient services receivable	(158,176)	138,594
Promises to give	-	50,000
Prepaid expenses	(94,844)	(37,494)
Increase (Decrease) In:		
Accounts payable	(214,819)	(151,424)
Accrued expenses	69,111	15,340
Deferred revenue	254,400	(74)
Other liabilities	6,624	(13,783)
Net Cash Provided by Operating Activities	<u>1,116,796</u>	<u>518,838</u>
Cash Flows From Investing Activities:		
Restricted deposits and funded reserves	(36,756)	(25,736)
Security deposits	(10,541)	965
Proceeds from sale of fixed assets	-	395,370
Purchase of fixed assets	(63,527)	(868,311)
Purchase of investments	-	(10,299)
Sale of investments	1,409	-
Net Cash Used by Investing Activities	<u>(109,415)</u>	<u>(508,011)</u>
Cash Flows From Financing Activities:		
Borrowings from line of credit	110,100	1,564,496
Payments on line of credit	(743,319)	(1,232,045)
Payments on long term borrowings	(285,717)	(238,228)
Net change in due to/from related organizations	(198,809)	(84,118)
Net Cash Used by Financing Activities	<u>(1,117,745)</u>	<u>10,105</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(110,364)	20,932
Cash and Cash Equivalents, Beginning of Year	<u>191,326</u>	<u>170,394</u>
Cash and Cash Equivalents, End of Year	<u>\$ 80,962</u>	<u>\$ 191,326</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 445,423</u>	<u>\$ 457,717</u>
Non-cash financing activities	<u>\$ -</u>	<u>\$ 132,000</u>
Debt forgiveness	<u>\$ 98,087</u>	<u>\$ -</u>

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

HARBOR HOMES, INC.
Notes to the Financial Statements

1. Organization:

Harbor Homes, Inc. (the Organization) is a nonprofit organization that creates and provides quality residential and supportive services for persons (and their families) challenged by mental illness and/or homelessness in the State of New Hampshire. Programs include mainstream housing, permanent housing, transitional housing, and emergency shelter, as well as comprehensive support services that include peer support programs, job training, a paid employment program, and social and educational activities.

In addition to housing and supportive services, the Organization runs a health care clinic that is a Federally Qualified Health Center (FQHC) offering primary medical services to the homeless and/or low-income individuals.

2. Summary of Significant Accounting Policies:

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit

organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance, management has taken into account a variety of factors.

Patient Services Receivables, Net

Patient services receivables result from the health care services provided by the Organization's Federally Qualified Health Care Center. Additions to the allowance for doubtful accounts result from the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance for doubtful accounts. The amount of the allowance for doubtful accounts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in Medicare and Medicaid health care coverage, and other indicators.

For receivables associated with services provided to patients who have third-party coverage, which includes patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Organization analyzes contractually due amounts and provides an allowance for doubtful collections and a provision for doubtful collections, if necessary. For receivables associated with self-pay patients, the Organization records a significant provision for doubtful collections in the period of service on the basis of its past experience, which indicates that many patients are unable to pay the portion of their bill for which they are financially responsible. The difference between the billed rates and the amounts actually collected after all reasonable collections efforts have been exhausted is charged off against the allowance for doubtful collections. The Organization has not changed its financial assistance policy in 2016. The Organization does not maintain a material allowance for doubtful collections from third-party payors, nor did it have significant write-offs from third-party payors.

Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Patient Service Revenues, Net

Patient service revenues, net is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. Self-pay revenue is recorded at published charges with charitable allowances deducted to arrive at net self-pay revenue. All other patient services revenue is recorded at published charges with contractual allowances deducted to arrive at patient services, net. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred. Included in third-party receivables are the outstanding uncompensated care pool payments.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see Note 25).

Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Tax Status

Harbor Homes, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income

taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2016, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

Reclassifications

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform to the presentation in the current year financial statements.

3. Concentration of Credit Risk - Cash and Cash Equivalents:

The carrying amount of the Organization's deposits with financial institutions was \$463,745 at June 30, 2016. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2016. The bank balance is categorized as follows:

Insured by FDIC	\$ 577,016
Insured by SIPC	<u>970</u>
Total Bank Balance	<u>\$ 577,986</u>

4. Investments:

The Organization's investments are reported on the basis of quoted market prices and consist of the following at June 30, 2016:

	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain or (Loss) To Date</u>
Stocks	\$ <u>8,890</u>	\$ <u>8,890</u>	\$ <u>-</u>
Total	<u>\$ 8,890</u>	<u>\$ 8,890</u>	<u>\$ -</u>

5. Receivables, Net:

Accounts receivable at June 30, 2016 consists of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 699,014	\$ -	\$ 699,014
Medicaid	59,271	-	59,271
Other	67,229	-	67,229
Residents	108,263	(74,177)	34,086
Security deposits	<u>2,739</u>	<u>-</u>	<u>2,739</u>
Total	<u>\$ 936,516</u>	<u>\$ (74,177)</u>	<u>\$ 862,339</u>

Patient accounts receivable, related to the Organization's federally qualified health care center, consisted of the following at June 30, 2016:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 336,379	\$ (92,737)	\$ 243,642
Medicare	70,942	(888)	70,054
Other	<u>268,500</u>	<u>(133,728)</u>	<u>134,772</u>
Total	<u>\$ 675,821</u>	<u>\$ (227,353)</u>	<u>\$ 448,468</u>

6. Due From Related Organizations:

Due from related organizations represents amounts due to Harbor Homes, Inc. from related entities whereby common control is shared with the same Board of Directors (See Note 20). These balances exist because certain receipts and disbursements of the related organizations flow through the Harbor Homes, Inc. main operating cash account. The related organizations and their balances at June 30, 2016 are as follows:

Current:	
Healthy at Home	\$ 52,208
Southern NH HIV/AIDS Task Force	7,941
Greater Nashua Council on Alcoholism	88,464
HH Ownership, Inc.	18,161
Harbor Homes III, Inc.	<u>13,692</u>
Subtotal current	180,466
Noncurrent:	
Milford Regional Counseling Services, Inc.	40,324
Harbor Homes II, Inc.	125,305
Welcoming Light, Inc.	<u>152,988</u>
Subtotal noncurrent	<u>318,617</u>
Total	<u>\$ 499,083</u>

Although management believes the above receivables to be collectible, there is significant risk that the noncurrent portion may not be.

7. Prepaid Expenses:

Prepaid expenses consist of the following items:

Prepaid deposits	\$ 78,884
Prepaid HRA	62,610
Prepaid other	<u>19,419</u>
Total	<u>\$ 160,913</u>

8. Property, Equipment and Depreciation:

A summary of the major components of property and equipment is presented below:

Land	\$ 1,747,190
Land improvements	12,290
Buildings	16,130,760
Building improvements	6,013,576
Software	443,476
Vehicles	211,878
Furniture and fixtures	148,622
Equipment	372,116
Dental equipment	141,716
Medical equipment	<u>58,022</u>
Subtotal	25,279,646
Less: accumulated depreciation	<u>(6,139,851)</u>
Total	<u>\$ 19,139,795</u>

Depreciation expense for the year ended June 30, 2016 totaled \$993,171.

The estimated useful lives of the depreciable assets are as follows:

<u>Assets</u>	<u>Years</u>
Land improvements	15
Buildings and improvements	10 - 40
Software	3
Vehicles	3
Furniture and fixtures	5 - 7
Equipment and medical equipment	5 - 7

9. Restricted Deposits and Funded Reserves:

Restricted deposits and funded reserves consist of escrow accounts and reserves which are held for various purposes. The following is a summary of the restricted accounts:

Security deposits	\$ 28,949
Reserve for replacements	349,466
Residual receipt deposits	<u>4,368</u>
Total	<u>\$ 382,783</u>

Security deposits held will be returned to tenants when they vacate. Reserve for replacement accounts are required by the Department of Housing and Urban Development (HUD) and the City of Nashua and are used for the replacement of property with prior approval. Residual receipt deposits are required by the Department of Housing and Urban Development and are to be used at the discretion of HUD.

10. Beneficial Interest:

The Organization has a beneficial interest in the Harbor Homes, Inc. Fund (the Fund), a component fund of the New Hampshire Charitable Foundation's (the Foundation) Nashua Region. The Organization will receive distributions from the Fund based on a spending allocation, which is a percentage of the assets set by the Foundation and reviewed annually. The current spending percentage is 4.5% of the market value (using a 20-quarter average) of the Fund. At June 30, 2016, the value of the fund was \$143,756.

11. Accrued Expenses:

Accrued expenses include the following:

Mortgage interest	\$ 2,328
Payroll and related taxes	293,486
Compensated absences - vacation time	444,852
Compensated absences - personal time	<u>48,461</u>
Total	<u>\$ 789,127</u>

12. Line of Credit:

At June 30, 2016, the Organization had a \$1,000,000 of credit available from TD Bank, N. A. due February 28, 2017, secured by all assets. The Organization is required, at a minimum, to make monthly interest payments to

TD Bank, N. A. at the bank's base rate plus 1% adjusted daily. As of June 30, 2016, the credit line had an outstanding balance of \$100,100 at an interest rate of 4.50%.

13. Deferred Revenue:

In 2016, the Organization entered an agreement with the State of New Hampshire to request a portion of the subsequent month's rent, in advance, for cash flow purposes. Deferred revenue represents July 2016 rents requested and advanced from the State of New Hampshire in June 2016.

14. Security Deposits:

Security deposits are comprised of tenant security deposits and other miscellaneous deposits. Tenant security deposits are held in a separate bank account in the name of the Organization. These deposits will be returned to residents when they leave the facility. Interest will be returned to residents who have had over one year of continuous tenancy.

15. Capital Leases:

The Organization is the lessee of certain equipment under a capital lease expiring in November of 2017. Future minimum lease payments under this lease are as follows:

<u>Year</u>	<u>Amount</u>
2017	\$ 47,985
2018	<u>13,446</u>
Total	<u>\$ 61,431</u>

At June 30, 2016, equipment of \$132,000, net of amortization of \$8,800, related to this capital lease.

16. Mortgages Payable, Tax Credits:

Mortgages payable, tax credits consist of a mortgage payable to the Community Development Finance Authority through the Community Development Investment Program, payable through the sale of tax credits to donor organizations, maturing in 2020, secured by real property located at 59 Factory Street in Nashua, NH. This amount is amortized over ten years at zero percent interest. The amount due at June 30, 2016 is \$100,323.

17. Mortgages Payable:

Mortgages payable as of June 30, 2016 consisted of the following:

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$7,879, including principal and interest at an adjustable rate of for the initial ten years based on the then prevailing 10/30 Federal Home Loan Bank Amortizing Advance Rate plus 3.00% and resetting in year 11 based on the then prevailing 10/20 Federal Home Loan Bank Amortizing Advance Rate plus 3.00%, maturing in 2043, secured by real property located at 335 Somerville Street in Manchester, NH.	\$ 1,178,370
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$6,193, including principal and interest at an adjustable rate of 4.57% for twenty years, maturing in 2043, secured by real property located at 335 Somerville Street in Manchester, NH.	1,163,073
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$7,768, including principal and interest at 7.05%, maturing in 2040, secured by real property located at 59 Factory Street in Nashua, NH.	1,078,572
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$6,391, including principal and interest at 6.75%, maturing in 2031, secured by real property located at 45 High Street in Nashua, NH.	673,666
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$5,126, including principal and interest at 6.97%, maturing in 2036, secured by real property located at 46 Spring Street in Nashua, NH.	663,735
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$3,996, including principal and interest at 4.75%, maturing in 2036, secured by real property located at 46 Spring Street in Nashua, NH.	623,110
A mortgage payable to TD Bank, due in monthly installments of \$5,387, including principal and interest at 7.27%, maturing in 2025, secured by real property located on Maple Street in Nashua, NH.	422,816
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$2,692, including principal and interest at 4.75%, maturing in 2040, secured by real property located at 59 Factory Street in Nashua, NH.	464,812

(continued)

(continued)

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$2,077, including principal and interest at 5.57% for the first five years, then adjusting in June 2015, 2020, 2025, and 2030 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 2.75%, maturing in 2035, secured by real property located at 189 Kinsley Street in Nashua, NH.	292,426
A mortgage payable to Mascoma Savings Bank, fsb., due in monthly installments of \$1,731, including principal and interest at 7.00% maturing in 2036, secured by real property located at 7 Trinity Street in Claremont, NH.	225,359
A mortgage payable to the Department of Housing and Urban Development, due in monthly installments of \$2,385, including principal and interest at 9.25%, maturing in 2022, secured by real property located at 3 Winter Street in Nashua, NH.	134,099
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,144, including principal and interest at a variable rate (5.61% at June 30, 2012), maturing in 2029, secured by real property located at 24 Mulberry Street in Nashua, NH.	123,753
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$779, including principal and interest at 7.20% for the first five years, then adjusting in April 2012, 2017, 2022, 2027, and 2032 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 225 basis points, maturing in 2037, secured by real property located at 4 New Haven Drive, Unit 202 in Nashua, NH.	96,438
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,283, including principal and interest at 3.73%, maturing in 2035, secured by real property located at 59 Factory Street in Nashua, NH.	<u>48,762</u>
Total	7,188,991
Less amount due within one year	<u>(256,680)</u>
Mortgages payable, net of current portion	<u>\$ 6,932,311</u>

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2017	\$ 256,680
2018	224,455
2019	235,277
2020	249,072
2021	263,737
Thereafter	<u>5,959,770</u>
Total	\$ <u>7,188,991</u>

18. Mortgages Payable, Deferred:

The Organization has deferred mortgages outstanding at June 30, 2016 totaling \$5,217,096. These loans are not required to be repaid unless the Organization is in default with the terms of the loan agreements or if an operating surplus occurs within that program.

Several of these loans are special financing from the New Hampshire Housing Finance Authority (NHHFA) to fund specific projects. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender.

The following is a list of deferred mortgages payable at June 30, 2016:

City of Manchester:	
Somerville Street property	\$ <u>300,000</u>
Total City of Manchester	300,000
City of Nashua:	
Factory Street property	580,000
Spring Street property	491,000
High Street fire system	<u>65,000</u>
Total City of Nashua	1,136,000
Federal Home Loan Bank (FHLB):	
Factory Street property	400,000
Somerville Street property	400,000
Spring Street property	<u>398,747</u>
Total FHLB	1,198,747
NHHFA:	
Factory Street property	1,000,000
Spring Street property*	550,000
Charles Street property	32,349
Somerville Street property	<u>1,000,000</u>
Total NHHFA	<u>2,582,349</u>
Total Mortgages Payable, Deferred	\$ <u>5,217,096</u>

* During fiscal year 2016, the Organization was out of compliance with the income eligibility terms of the loan agreement due to a tenant obtaining a higher income wage after entrance to the program. The lender is aware of the noncompliance and it is expected that this temporary noncompliance will be resolved when the specific tenant moves out.

19. Temporarily Restricted Net Assets:

Temporarily restricted net assets are available for the following purposes at June 30, 2016:

<u>Purpose</u>	<u>Amount</u>
Above and beyond	\$ 600
Art supplies	750
Claremont	15,000
Client transportation	1,826
Christmas gifts	400
Dalianis bricks	735
Dentrix	10,000
Gilmore Center	39,332
Operation brightside	2,000
PEC	108
People's United grant	8,250
SCOAP	2,205
Software	50,553
Standdown	2,325
Thanksgiving	978
Veterans computers	5,630
Unitarian Church end homelessness	<u>6,445</u>
Total	\$ <u><u>147,137</u></u>

Net assets were released from restrictions by incurring expenses satisfying the restricted purpose or by the passage of time.

20. Transactions with Related Parties:

The Organization's clients perform janitorial services for Harbor Homes HUD I, II and III, Inc., Welcoming Light, Inc., Milford Regional Counseling Services, Inc., Healthy at Home, Inc., Greater Nashua Council on Alcoholism, and Southern NH HIV/AIDS Task Force, related organizations. These services are billed to the related organizations and reported as revenues in the accompanying financial statements.

The Organization currently has several contracts with Healthy at Home, Inc. to receive various skilled nursing services, CNA services and companion services for its clients. All of the contracts are based on per diem fees, ranging from \$16 per hour for companion services to \$100 per visit for skilled nursing services.

During the year, the Organization rented office space, under tenant at will agreements, to Southern NH HIV/AIDS Task Force, Greater Nashua Council on Alcoholism, and Healthy at Home, Inc., related parties. The rental income under these agreements totaled \$32,696, \$23,136 and \$54,336, respectively, for fiscal year 2016.

Harbor Homes, Inc. receives management fees from the related HUD projects.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

The following are the commonly controlled organizations:

- Harbor Homes II, Inc.
- Harbor Homes III, Inc.
- HH Ownership, Inc.
- Welcoming Light, Inc.
- Milford Regional Counseling Services, Inc.
- Healthy at Home, Inc.
- Greater Nashua Council on Alcoholism
- Southern NH HIV/AIDS Task Force

21. Deferred Compensation Plans:

The Organization maintains a 403(b) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the year ended June 30, 2016 were \$235,265.

The Organization maintains a deferred compensation plan for certain employees and directors (the "SA Plan"). The deferred compensation liability under the SA Plan was \$107,215 as of June 30, 2016 and was recorded as a long-term liability. This liability is offset by a corresponding long-term asset.

22. Concentration of Risk:

The Organization received revenue as follows:

Federal grants	\$	17%
State, local, and other agencies		23%
Department of Housing and Urban Development		18%
Department of Veterans Affairs		14%
Medicaid		8%
All other support and revenue		<u>20%</u>
Total	\$	<u>100%</u>

23. Legal Settlement, Net:

In 2011, the State of New Hampshire removed the ability to bill for certain Medicaid services and the Organization filed suit. The Organization settled with the State in 2015 and was awarded \$1,350,000 in fiscal year 2016. The settlement was received net of legal fees.

24. Fair Value Measurements:

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;

- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	Carrying Value	Fair Value	Level One	Level Two	Level Three
Investments	\$ 8,890	\$ 8,890	\$ 8,890	\$ -	\$ -
Due from related organizations	499,083	499,083	-	-	499,083
Beneficial interest	143,756	143,756	-	-	143,756
Deferred compensation plan	100,591	100,591	100,591	-	-
Total assets	\$ 752,320	\$ 752,320	\$ 109,481	\$ -	\$ 642,839
Line of credit	\$ 100,100	\$ 100,100	\$ -	\$ 100,100	\$ -
Capital leases payable	61,431	61,431	-	61,431	-
Mortgages payable, tax credits	100,323	100,323	-	-	100,323
Mortgages payable	7,188,991	7,188,991	-	7,188,991	-
Mortgages payable, deferred	5,217,096	5,217,096	-	5,217,096	-
Total liabilities	\$ 12,667,941	\$ 12,667,941	\$ -	\$ 12,567,618	\$ 100,323

Fair Value Measurements
Using Significant Unobservable Inputs
Level 3

	Due from related organizations	Beneficial Interest	Due to related organizations	Mortgages Payable, Tax Credits
Beginning balance June 30, 2015	\$ 409,638	\$ 149,503	\$ 109,364	\$ 121,367
Advances	505,581	-	151,998	-
Reductions	(416,136)	(5,747)	(261,362)	(21,044)
Ending balance June 30, 2016	\$ 499,083	\$ 143,756	\$ -	\$ 100,323

25. Patient Service Revenue, Net:

The Organization recognizes patient services revenue associated with services provided to patients who have Medicaid, Medicare, third-party payor, and managed care plans coverage on the basis of contractual rates for services rendered. For uninsured self-pay patients that do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates if negotiated or provided by the Organization's policy. Charity care services are computed using a sliding fee scale based on patient income and family size. On the basis of historical experience, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Organization records a provision for bad debts related to uninsured patients in the period the services are provided.

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those costs for which no payment is anticipated. The Organization uses federally established poverty guidelines to assess the level of discount provided to the patient. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines, but may charge a nominal copay. If the patient is unable to pay the copay, the amount is written off to charity care. All patients are charged in accordance with a sliding fee discount program based on household size and household income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Patient services revenue, net of provision for bad debts and contractual allowances and discounts, consists of the following:

	2016			2015	
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	\$ 1,881,339	\$ (721,905)	\$ -	\$ 1,159,434	\$ 676,037
Medicare	581,152	(334,815)	-	246,337	145,904
Third-party	915,313	(486,832)	-	428,481	121,007
Sliding fee/free care	188,069	-	(130,794)	57,275	13,929
Self-pay	215,915	-	(75,503)	140,412	123,384
Subtotal	3,781,788	(1,543,552)	(206,297)	2,031,939	1,080,261
Provision for bad debts				(295,664)	(187,064)
Total				\$ 1,736,275	\$ 893,197

26. Rent Expense:

The Organization has multiple grants requiring the payment of rents on behalf of the consumer. Rent expense totaling approximately \$5.0m is comprised of leases held in the Organization's name and the responsibility of the Organization, leases in consumers' names, or rents paid as client assistance.

27. Contingencies:

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations is subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. Government activity continues to increase with respect to investigations and allegations concerning possible violations by healthcare providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties, as well as significant repayments for patient service previously billed. Management is not aware of any material incidents of noncompliance; however, the possible future financial effects of this matter on the Organization, if any, are not presently determinable.

28. Subsequent Events:

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2016 through November 2, 2016, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

On August 17, 2016, the Organization entered into a revolving line of credit agreement. Under this agreement, \$500,000 is available to the Organization to provide for working capital requirements through February 18, 2017.

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - **[6/19]**
Asst. Treasurer
 - (Finance Committee)
 - (Facilities Committee)
 - (Executive Committee)

(2nd term -)

Jack Balcom - (6/18) - (Facilities Committee)

(1st term)

Vijay Bhatt - **[6/19]**

(1st term)

Vincent Chamberlain - (6/18) - (Executive Committee)

(2nd term)

Dr. Vijay Dav'e - (6/18) - (HCC Oversight Committee)

(1st term)

Laurie Des Rochers - (6-18) - (Facilities Committee)

(2nd term)

Phil Duhaime - **[6-17]**
 - (Governance Committee)
 - (Executive Committee)

(1st term)

Jared Freilich - **[6-17]**

(1st term)

Nathan Goodwin - **[6-19]**
 - (Governance Committee)
 - (RDP Committee)

(2nd term)

Joel Jaffe - **[6-17]**
Secretary
 - (Executive Committee)

(1st term)

Lynn King - **[6-19]**
Chair of the Board
 - (Chair, RDP Committee)

(2nd term)

Ed McDonough - **[6/19]**

(1st term)

Naomi Moody - **[6/19]**
 - (Ade Moody Fund Annual Fundraising Campaign)

(2nd term)

Rick Plante - **[6/17]**
 - (Chair, Facilities Committee)
 - (RDP Committee)

(1st term)

Phil Richard - **[6-17]**
 - (Facilities Committee)
 - (Chair, Governance Committee)

(1st term)

Dan Sallet - **[6-17]**
Treasurer
 - (Chair, Finance Committee)

(2nd term)

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

Trent Smith - (6/18)

t

Vice Chair

- (Chair Executive Committee)
- (Chair, HCC Oversight Committee)
- (RDP Committee)

(1st term)

PETER J. KELLEHER, CCSW, LICSW

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Nashua, NH 03060

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E-mail: p.kelleher@nhpartnership.org

PROFESSIONAL EXPERIENCE

2006-Present President & CEO, Southern NH HIV Task Force

2002-Present President & CEO, Greater Nashua Council on Alcoholism, Inc./ Keystone Hall, Nashua, NH

1997-Present President & CEO, Healthy At Home, Inc., Nashua, NH

1995-Present President & CEO, Milford Regional Counseling Services, Inc., Milford, NH

1995-Present President & CEO, Welcoming Light, Inc., Nashua, NH

1982-Present President & CEO, Harbor Homes, Inc., Nashua, NH

Currently employed as chief executive officer of six nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 80 programs comprising a \$22,000,000 operating budget; proposal development resulting in more than \$15,000,000 in grants annually; oversight of 350+ management and direct care professionals.

2003-2006 Consultant

Providing consultation and technical assistance throughout the State to aid service and mental health organizations.

1980 - 1982 Real Estate Broker, LeVaux Realty, Cambridge, MA

Successful sales and property management specialist.

1979 - 1980 Clinical Coordinator, Task Oriented Communities, Waltham, MA

Established and provided comprehensive rehabilitation services to approximately 70 individuals with mental and/or developmental disabilities. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.

1978 - 1979 Faculty, Middlesex Community College, Bedford, MA

Instructor for an introductory group psychotherapy course offered through the Social Work Department.

1977 - 1979 Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA

Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.

1976 Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA

Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.

1971 - 1976 Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA

Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

- 1975 - 1977** Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975** Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

- 1979** Licensed Real Estate Broker – Massachusetts
- 1989** Academy of Certified Social Workers – NASW
- 1990** Licensed Independent Clinical Social Worker - Massachusetts
- 1994** State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

- 1976 - 1977** Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.
- 1975 - 1976** Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

- 1983 - 1984** Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
- 1983 - 1984** Rivier College, Department of Psychology, Nashua, NH
- 1990 – 1991** Rivier College, Department of Psychology, Nashua, NH
- 1978 - 1979** Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- High School Valedictorian Award
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007
- The Walter J. Dunfey Corporate Fund Award for Excellence in Non Profit Management 2009
- NH Magazine Business Excellence Award 2010
- Nashua Telegraph Humanitarian of the Year Award 2015
- Lionel W. Johnson Housing Award, Champion of Human Rights 2015

MEMBERSHIPS

- Member of the Department of Veterans Affairs Advisory Committee on Homeless Veterans
- Board Member, Community Health Access Network (CHAN)
- National Association of Social Workers
- Former member of the National Healthcare for the Homeless Board of Directors
- Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
- Former Chair, Greater Nashua Continuum of Care
- Former Board Member, New Futures, Concord, NH

Patricia A. Robitaille, CPA

~~TEL: 603-851-1000~~

~~45 S. ... Street~~

~~Manchester, NH 03104~~

PROFILE

- 12 years experience in Public Accounting
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

PROFESSIONAL EXPERIENCE

Jan. 2009-Present *Vice President of Finance* Harbor Homes, Inc. and Affiliates

Jan. 2007 – Oct. 2008 *Audit Manager* Ernst Young LLP, Manchester, NH

- Managed audits of private corporations with revenues up to \$200 million
- Assisted as manager of audits for public corporations with revenues up to \$400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jun. 1997 – Jan. 2007 *Audit Supervisor* Melanson Heath & Company, P.C., Nashua, NH

- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting
- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

1993 – 1997 *Accounting/Office Manager* Hammar Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversaw accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterlies and year-end reporting

EDUCATION

1988-1991 Rivier College, Nashua, NH – Bachelor of Science, Accounting

OTHER ACHIEVEMENTS

Licensed Certified Public Accountant in the State of New Hampshire
Member of the New Hampshire Society of Certified Public Accountants
Member of the American Institute of Certified Public Accountants

SOFTWARE EXPERIENCE

Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Value, various auditing software programs

CAROL J. FURLONG, LCMHC, MAC, MBA

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~~(603) 428-2424~~

SKILLS / ABILITIES / ACHIEVEMENTS PROFILE

Administration: Seasoned professional with progressive experience in diverse healthcare and educational environments, including operations, budget control, marketing, quality assurance, risk management, utilization review, facility design and management, human resources, and strategic planning.

Management: Self-starter with strong planning, controlling, organizing and leadership skills. Effectively manages resources and ensures compliance with established policies and procedures. Skilled in identifying and troubleshooting problem areas and implementing solutions. Developed comprehensive Quality Management program. Restructured billing, triage and customer service systems resulting in improved productivity and efficiency. Extensive managed care experience.

Human Resources: Skilled in recruiting, interviewing and selecting top personnel. Effective trainer, develops staff abilities to full potential. Motivates and retains employees using the mentor approach. Managed and supervised training and development of 100 personnel. Knowledgeable regarding multicultural issues. Effectively trained and prepared counseling professionals.

Communication: Articulate speaker and effective negotiator. Writes with strength, clarity and style. Natural ability to work with others. Consistently develops good rapport with staff, professionals, staff managers and community. Works well as part of a team or independently. Wrote and published several training and procedural manuals.

PROFESSIONAL EXPERIENCE

VICE PRESIDENT OF OPERATIONS

Harbor Homes, Inc.

2005-present

Nashua, NH

Senior management position overseeing clinical, residential and administrative staff of approximately 250 employees and coordinating a continuum of service delivery for those experiencing mental illness, homelessness and other populations. Develops and updates program plans, assures monitoring of implementation and develops/implements corrective actions as indicated. Provides consultation to staff, other agencies or community groups. Provides direct or indirect supervision to a clinical staff of approximately 40 Behavioral Health staff including psychiatrists, ARNP's and LICSW/LCMHC's. In 2013, developed collaborative efforts with two local hospitals to provide Behavioral Health services in the community. Recently expanded FQHC for homeless doubling the patient caseload.

DIRECTOR OF COMMUNITY SUPPORT SERVICES DEPARTMENT

Community Council of Nashua

2003 – 2005

Nashua, NH

Developed and updated program plans, assures monitoring of implementation and develops/implements corrective actions as indicated. Provided education/consultation to staff, other agencies or community groups. Provided supervision to a clinical staff of approximately 40 therapists, case managers and MIMS workers. Developed Regional Planning of adult services. Assured quality/appropriateness of critical aspects of care through ongoing monitoring.

DIRECTOR OF OUTCOMES & SYSTEM IMPROVEMENT

Community Council of Nashua

1999-2003

Nashua, NH

Developed and maintained a Quality Management Program complying with NCQA and JCAHO standards. Monitored and supervised utilization review, evaluating the medical necessity, case management and continuation of care. Developed effective medical records protocols. Directed training and development function for the agency. Coordinated efforts resulting in highly successful JCAHO survey, (among the top 5% in the country). Coordinated Customer Service and complaints process.

ADJUNCT FACULTY

Rivier College

1990-2005

Nashua, NH

Graduate Counseling Program – Instruct graduate counseling students in a variety of courses to include Group Therapy, Counseling Techniques, Substance Abuse Counseling, Clinical Assessment, Marriage & Family Therapy, and Prescriptive Behavioral Management Techniques.

PRIVATE PRACTICE

Nashua, NH

1999-2010

Maintained private practice of approximately 40 clients. Coordinated care with primary care physicians and others. Coordinated treatment with managed care companies.

DIRECTOR OF REGIONAL BEHAVIORAL HEALTH QM**The Hitchcock Clinic**

Developed and maintained a Quality Management Program complying with NCQA standards for four Behavioral Health sites. Developed and implemented program expansion. Identified staffing requirements and facilitated subsequent downsizing to ensure cost effectiveness. Liaison between the Clinic and insurance plans. Monitored and supervised utilization review for the Southern Region, evaluating the medical necessity, case management and continuation of care. Recommended by insurance reviewers to other organizations for consultation services in order to assist these agencies in their compliance processes. Developed effective medical records protocols.

1997-1999**Bedford, NH****COORDINATOR OF MULTICULTURAL COUNSELING PROGRAM****Rivier College**

Coordinated the Bilingual/Multicultural Counseling Program in both guidance counseling and mental health fields. Recruited and advised professional students from local multicultural agencies. Developed a diversity-training program for use in area schools and businesses to enhance multicultural awareness. Instructor in Graduate Counseling Program.

1998-1999**Nashua, NH****CLINICAL DIRECTOR****The Hitchcock Clinic**

Developed and implemented program policies and procedures. Managed FTE and budgetary control while providing effective leadership to the staff. Improved out-referral system, while reducing out-referral expenditures. Developed cooperative collaboration measures with insurers' UM Departments. Supervised a staff of thirty employees. Senior member of the Regional Management Team, and also a member of the Nashua Medical Group Board of Governors.

1990-1997**Nashua, NH****PROGRAM DIRECTOR****Partial Hospitalization Program, Brookside Hospital**

Developed program components, structure, policies and procedures. Implemented FTE and budgetary control and supervised treatment staff. Initiated referral network and maintained marketing and referral relationships within the Greater Nashua community. Facilitated groups, provided case management and individual counseling including initial assessments. Monitored case management and utilization review processes with insurers.

1988-1990**Nashua, NH****PROGRAM DIRECTOR – SUBSTANCE ABUSE CLINIC****Department of the Army**

Developed comprehensive preventive substance abuse program. Coordinated efforts with schools, civic organizations, civilian agencies and military organizations in order to integrate preventive education efforts. Supervised clinical and support staff of two treatment clinics. Maintained referral relationships with commanders.

1985-1988**West Germany****ARMY COMMUNITY SERVICE DIRECTOR****Department of the Army**

Developed comprehensive community support agency. Responsible for staffing and budgetary concerns. Composed informational publications, prepared financial and statistical reports and submitted budget requests to the U. S. government for agency funding. Responsible for FAP (Family Advocacy Program).

1983-1985**West Germany****EDUCATION****MASTERS OF BUSINESS ADMINISTRATION DEGREE
IN HEALTHCARE ADMINISTRATION - 2001****Rivier College, Nashua****MASTERS OF SCIENCE IN EDUCATION (COUNSELING) - 1986****University of Southern California****BACHELORS IN EDUCATION (SPECIAL EDUCATION)****Westfield State College, Westfield, MA****LICENSES AND CERTIFICATIONS****LICENSED CLINICAL MENTAL HEALTH COUNSELOR****New Hampshire License #100 – 1998****MASTERS ADDICTION COUNSELOR CERTIFICATION****1997**

Ana Pancine

Career Focus	<p>Finance Professional with extensive experience in audit requirements, budget and forecasting, operational and variance analysis, financial reporting and full cycle of month-end closing. Proficient on time management to ensure accurate and timely reporting, as well as, skillful with a wide variety of software applications, including SAP, SAGE and custom accounting software.</p>
Past Accomplishments	<ul style="list-style-type: none"> • Prepared/Assisted on local hospitals contract with Agency to receive maximum reimbursement for new project. • Created several finance/accounting policy and procedures to ensure Federal guidelines are being met. • Achieved revenue objective by implementing cost-cutting measures. • Assessed accounting system structures and converted acquired company's accounting system to SAGE and SAP. • Reviewed posting and documents for correct entry, mathematical accuracy and proper coding and eliminated all errors showing on metrics and financial reports. • Developed several financial reports for the organization to ensure financial transparency. • Uncovered \$500,000 process errors with development of multiple source analytical auditing tools. • Maintain an error free audit with no management letters or comments for four years. • Completed several implementation changes within the financial department.
Experience	<p>Harbor Homes Inc. Nashua, NH November 2007 – Present</p> <p>Controller</p> <ul style="list-style-type: none"> • Budget development for 92 cost centers and 8 affiliated agency with annual expenses and revenue of \$22m total • Supervise and Manage Business/Finance Office team composed by 10 staff members, performing duties such as: A/R, A/P, Staff Accountant, Senior Staff Accountant, Credentialing, Medicare/Medicaid/Private/Self-pay Billing. • Prepare operational and variance analysis for financial presentation based on organization, State and Federal guideline. • Internal and external reports for several State & Federal projects. • Prepare complex financial statements, internal/annual reports for planning and oversight of each program within organization • Prepare and review for accuracy all profit and loss, general ledger, trial balance reports for all 92 cost centers on a monthly basis • Knowledge of planning techniques, test and sampling methods involved in conducting audits. • Extensive experience with Financial Statements audits, reviews, compilations and audits for Governmental organizations (A-133). • Managed annual external audit resulting in no findings and no management comments on A-133 audits. • Provide support to VP of Finance on all special projects, as well as, current back up for this position. • Maintained accurate accounts including cash, inventory, prepaid, fixed assets, accounts payable, accrued expenses and line of credit transactions. • Provide oversight/approval for all general ledger entries, revenue recognition, purchase orders approvals, as well as all day to day accounting concerns/issues. • Prepare all budgets for Development Department to be submitted for

	<p>Per Event Administrator August 2001 – June 2003</p> <ul style="list-style-type: none"> • Responsible for billing revenue. • Maintenance of contracts, including service changes and billing. • General office filing and organization. • Data Entry. • Assisting customer needs. • Solving any customer issues. • Revenue booking and customer assistance for Latin America/Caribbean territory. • Assistant and service provided for all customer located in the Latin America/Caribbean/Europe territory 	
Skills	<ul style="list-style-type: none"> • Windows 98/2000/XP/7 • SIFT – Financial Database • Microsoft Office • Fundware/F9 	<ul style="list-style-type: none"> • PEARS/CHAMP/WFM • NCAS/SAP • SAGE - MIP • Fluent in Portuguese • Proficient in Spanish
Education	<p>Southern New Hampshire University</p> <ul style="list-style-type: none"> • Masters of Business Administration in Finance • Trained Medical Interpreter – Portuguese & Spanish • Trained Translator – Portuguese • Skilled USCIS Interpreter 	

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$188,280	0%	\$0
Patricia Robitaille	VP of Finance	\$130,000	0%	\$0
Carol Furlong	VP of Operations	\$120,000	2%	\$2,400
Ana Pancine	Controller	\$90,000	3%	\$2,700