



Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

February 18, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing agreements with the vendors listed below to provide Medication Assisted Treatment services to individuals with opioid use disorders by reducing the total price limitation by \$158,917 from \$2,474,750 to \$2,315,833, with no change to the contract completion date of June 30, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on August 2, 2017 (Item #10A), and subsequently amended on October 3, 2018 (Item #14).

Vendor Name	Vendor Number	Location	Amount	Increase/ (Decrease)	Modified Amount
Harbor Homes, Inc.	155358-B001	Nashua, NH	\$1,462,375	(\$95,350)	\$1,367,025
Amoskeag Health	157174-B001	Manchester, NH	\$1,012,375	(\$63,567)	\$948,808
		Total:	\$2,474,750	(\$158,917)	\$2,315,833

Funding is available in the following account for State Fiscal Year 2020:

05-95-92-920510-69350000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL: MAT GRANT

State Fiscal Year	Class / Account	Class Title	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$750,000	\$0	\$750,000
2019	102-500734	Contracts for Prog Svc	\$974,750	\$0	\$974,750
2020	102-500734	Contracts for Prog Svc	\$750,000	(\$158,917)	\$591,083
		Total:	\$2,474,750	(\$158,917)	\$2,315,833

EXPLANATION

The purpose of this request is to align the amount of the contract with the amount of available federal funds. The State Fiscal Year 2020 funds were made available through a no-cost extension of unspent Federal funds from the prior three (3) years of the Federal award.

Approximately 700 individuals will be served from August 2, 2017 through June 30, 2020.

Both vendors have been delivering Medication Assisted Treatment to clients with opioid use disorders. They have hired staff, gained competencies in delivering these clinical services, and have retained patients in care.

This amendment aligns the contract with the funds that are available, allowing continued access to treatment for people with opioid use disorder in Nashua and Manchester. To date, over 400 people, many of whom lack health insurance, have accessed treatment.

The Department is monitoring the effectiveness of contract services through the following performance measures:

- Adherence to the NH Medication Assisted Treatment Guidance Document.
- Number of patients with opioid use disorder receiving:
 - Integrated medication assisted therapy.
 - Care coordination and case management.
 - Receiving Behavioral health counseling.
 - Receiving peer recovery support services.

Should the Governor and Executive Council not authorize this request the contracts would have to be terminated due to concerns of federal funds that are available.

Area served: Nashua and Manchester, New Hampshire.

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA# 93.243 / FAIN# H79TI02671

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

Respectfully submitted,


Lori A. Shibanette
Commissioner



**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Medication Assisted Treatment
Services Infrastructure Expansion Contract**

This 2nd Amendment to the Medication Assisted Treatment Services Infrastructure Expansion contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 77 Northeaster Boulevard, Nashua, NH 03062.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 2, 2017, (Item 10A), as amended on October 3, 2018, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to reduce the price limitation; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$1,367,025.
2. Form P-37, General Provisions, Block 1.9., Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10., State Agency Telephone Number, to read:
603-271-9631.
4. Modify Exhibit B-3 Budget by deleting the contents in its entirety and replacing it with Exhibit B-3 Budget, Amendment #2.


Date 2/12/20

New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/18/20
Date

[Signature]
Name: Katja S. Fox
Title: Director

Harbor Homes, Inc.

2/12/20
Date

[Signature]
Name: Peter Kelleher
Title: President & CEO

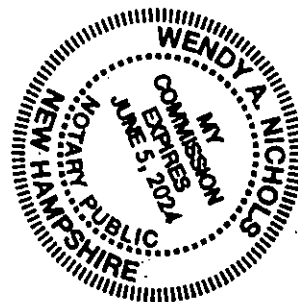
Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 2/12/20, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Wendy Nichols
Name and Title of Notary or Justice of the Peace

My Commission Expires: 6/5/24





**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion**

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

OFFICE OF THE ATTORNEY GENERAL

2/24/20
Date

Catherine Pinos
Name: CATHERINE PINOS
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Harbor Homes, Inc.

Medication Assisted Treatment Services

Budget Request for: Infrastructure Expansion

Budget Period: SFY 2020: July 1, 2019 through June 30, 2020

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 243,379.00			
2. Employee Benefits	\$ 49,235.00			
3. Consultants				
4. Equipment:				
Rental				
Repair and Maintenance				
Purchase/Depreciation				
5. Supplies:				
Educational				
Lab				
Pharmacy				
Medical				
Office				
6. Travel				
7. Occupancy				
8. Current Expenses				
Telephone				
Postage				
Subscriptions				
Audit and Legal				
Insurance				
Board Expenses				
9. Software				
10. Marketing/Communications	\$ 1,244.00			
11. Staff Education and Training				
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Indirect As A Percent of Direct	\$ -	\$ 60,792.00	\$ 60,792.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 293,858.00	\$ 60,792.00	\$ 354,650.00	

Indirect As A Percent of Direct

20.7%

State of New Hampshire

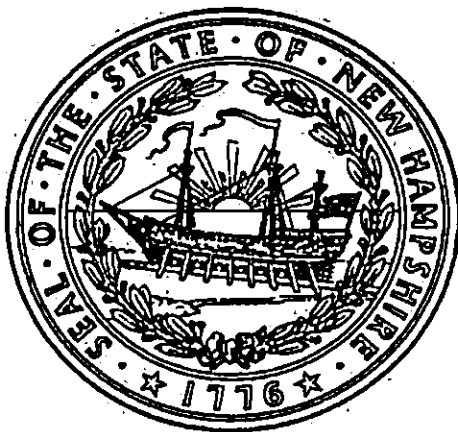
Department of State

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

Certificate Number: 0004516965



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Joel Jaffe, Secretary, 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 2/12/20:
(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 12th day of February, 2020.
(Date Amendment Signed)

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

of the Agency.

Joel Jaffe
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

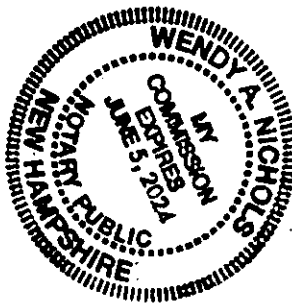
The forgoing instrument was acknowledged before me this 12th day of February, 2020.

By Joel Jaffe
(Name of Elected Officer of the Agency)

Wendy Nichols
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/5/24





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2019

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C No. Ext): 603-882-2766 FAX (A/C No.): E-MAIL ADDRESS: kgutekunst@eatonberube.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance INSURER B: Philadelphia Insurance Companies INSURER C: Eastern Alliance Insurance Group INSURER D: Selective Insurance Group INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1693987125 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		S2288207	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Prof (non-FTCA) \$ \$1,000,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIREN AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			306871	7/1/2019	7/1/2020	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"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			306873	7/1/2019	7/1/2020	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/A	030000111752-02	11/26/2019	11/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B D	Professional Liability Management Liability Crime			L1VA966006 PHSD1258460 S2288207	7/1/2019 7/1/2019 7/1/2019	7/1/2020 7/1/2020 7/1/2020	Professional ("Gap") \$1,000,000 D&O \$1,000,000 Employee Dishonesty \$510,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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
 Southern New Hampshire HIV/AIDS Task Force -FID# 020447280
 Welcoming Light, Inc. -FID# 020481648
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Health and Human Services 129 Pleasant St Concord NH 03301	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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ADDITIONAL REMARKS SCHEDULE

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 77 Northeastern Boulevard Nashua NH 03062	
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

HH Ownership, Inc.
 Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859
 Boulder Point, LLC
 SARC Housing Needs Board, Inc

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



**PARTNERSHIP
FOR SUCCESSFUL LIVING™**



Healthy Home
Compassionate Care. Affordable Solutions.

An in-home health care agency providing affordable high-quality home health care, personal care and related services to adults and the elderly

77 Northeastern Blvd, Nashua NH 03062
 healthyathome.org
 hope@healthyathome.org
 facebook.com/HealthyAtHome
 603-595-4243

NEW ENGLAND TASK FORCE
Support, Advocacy, Prevention and Education

Providing community-based HIV/AIDS support and advocacy

77 Northeastern Blvd, Nashua NH 03062
 aids@taskforcecnh.org
 hope@aids@taskforcecnh.org
 facebook.com/nhtaskforce
 1-800-942-7437 x15 or 603-595-8464

4 Nonprofit Agencies Working Together as One

Keystone Hall

A substance use disorder treatment center specializing in co-occurring mental health disorders, trauma, and gender specific issues

615 Amherst St, Nashua NH 03063
 keystonehall.org
 hope@keystonehall.org
 facebook.com/keystonehallnh
 603-881-4848

HARBOR HOMES, INC.

Offering housing, integrated health care and supportive services to all including low income, homeless and disabled individuals and their families in New Hampshire

45 High St, Nashua NH 03060
 harborhomes.org
 hope@harborhomes.org
 facebook.com/harborhomesnh
 603-882-3616

www.nhpartnership.org (603) 882-3616

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING**

Consolidated Financial Statements

For the Year Ended June 30, 2019

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Harbor Homes, Inc. and Affiliates d/b/a
Partnership for Successful Living

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2019, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated 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 consolidated 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living as of June 30, 2019, and the changes in its net assets and 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. and Affiliates d/b/a Partnership for Successful Living's fiscal year 2018 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated December 20, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information on pages 32 through 35 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 21, 2019 on our consideration of Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Harbor Homes Inc. and Affiliates d/b/a Partnership for Successful Living's internal control over financial reporting and compliance.

Melanson Heath

October 21, 2019

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING**

Consolidated Statement of Financial Position
June 30, 2019
(With Comparative Totals as of June 30, 2018)

	<u>2019</u>	<u>2018</u>
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 2,255,449	\$ 480,242
Restricted cash	1,193,792	1,096,661
Accounts receivable, net	2,981,834	2,060,419
Patient receivables, net	645,963	1,301,048
Investments	203,533	192,731
Inventory	116,413	123,078
Other assets	34,084	46,155
Total Current Assets	7,431,068	5,300,334
Noncurrent Assets:		
Property and equipment, net	34,363,395	30,968,341
Other assets	78,177	41,800
Total Noncurrent Assets	34,441,572	31,010,141
Total Assets	\$ 41,872,640	\$ 36,310,475
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Lines of credit	\$ 1,068,271	\$ 1,285,423
Current portion of mortgages payable	560,466	496,608
Accounts payable	2,116,306	865,390
Accrued expenses and other liabilities	1,938,246	1,546,020
Total Current Liabilities	5,683,289	4,193,441
Long-Term Liabilities:		
Construction loan payable (See Note 11)	3,235,875	-
Accrued expenses and other liabilities	586,125	635,015
Mortgages payable, tax credits	528,793	158,237
Mortgages payable, net of current portion	15,002,097	15,783,030
Mortgages payable, deferred	9,890,996	8,571,209
Total Long-Term Liabilities	29,243,886	25,147,491
Total Liabilities	34,927,175	29,340,932
Net Assets:		
Without donor restrictions	6,705,159	6,851,238
With donor restrictions	240,306	118,305
Total Net Assets	6,945,465	6,969,543
Total Liabilities and Net Assets	\$ 41,872,640	\$ 36,310,475

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

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING**

Consolidated Statement of Activities
For the Year Ended June 30, 2019
(With Comparative Totals for the Year Ended June 30, 2018)

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	2019 <u>Total</u>	2018 <u>Total</u>
SUPPORT AND REVENUE				
Support:				
Grants	\$ 17,714,758	\$ -	\$ 17,714,758	\$ 19,525,644
Contributions	475,502	230,542	706,044	686,681
Fundraising events, net	33,846	-	33,846	48,954
Net assets released from restriction	<u>108,541</u>	<u>(108,541)</u>	<u>-</u>	<u>-</u>
Total Support	18,332,647	122,001	18,454,648	20,261,279
Revenue:				
Patient services revenues (other), net	7,473,032	-	7,473,032	5,686,860
Patient services revenues (FQHC), net	5,404,995	-	5,404,995	3,664,163
Department of Housing and Urban Development programs	3,691,769	-	3,691,769	3,429,882
Veterans Administration programs	2,416,766	-	2,416,766	2,213,701
Rent and service charges, net	916,499	-	916,499	867,249
Outside rent	347,725	-	347,725	555,551
Contracted services	624,952	-	624,952	594,521
Fees for services	149,466	-	149,466	344,456
Management fees, net	23,450	-	23,450	39,124
Miscellaneous	9,834	-	9,834	137,951
Investment income (loss)	12,540	-	12,540	40,632
Gain (loss) on disposal of fixed assets	<u>689,174</u>	<u>-</u>	<u>689,174</u>	<u>-</u>
Total Revenue	<u>21,760,202</u>	<u>-</u>	<u>21,760,202</u>	<u>17,574,090</u>
Total Support and Revenue	40,092,849	122,001	40,214,850	37,835,369
EXPENSES				
Program	34,127,481	-	34,127,481	32,969,483
Administration	4,247,544	-	4,247,544	3,721,183
Fundraising	<u>438,954</u>	<u>-</u>	<u>438,954</u>	<u>609,660</u>
Total Expenses	<u>38,813,979</u>	<u>-</u>	<u>38,813,979</u>	<u>37,300,326</u>
Change in net assets before depreciation	1,278,870	122,001	1,400,871	535,043
Depreciation and amortization	<u>(1,474,760)</u>	<u>-</u>	<u>(1,474,760)</u>	<u>(1,456,284)</u>
Change in net assets	(195,890)	122,001	(73,889)	(921,241)
Net Assets, Beginning of Year, as restated	<u>6,901,049</u>	<u>118,305</u>	<u>7,019,354</u>	<u>7,890,784</u>
Net Assets, End of Year	<u>\$ 6,705,159</u>	<u>\$ 240,306</u>	<u>\$ 6,945,465</u>	<u>\$ 6,969,543</u>

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

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING**

Consolidated Statement of Functional Expenses
For the Year Ended June 30, 2019
(With Comparative Totals for the Year Ended June 30, 2018)

	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	2019 <u>Total</u>	2018 <u>Total</u>
Personnel expenses:					
Salaries and wages	\$ 14,580,235	\$ 2,624,999	\$ 332,428	\$ 17,537,662	\$ 17,227,312
Employee benefits	1,988,794	426,756	36,876	2,452,426	2,157,822
Payroll taxes	1,168,946	205,004	26,071	1,400,021	1,363,849
Retirement contributions	332,050	178,788	6,320	517,158	453,707
Client services:					
Rental assistance	6,041,859	-	-	6,041,859	6,475,207
Insurance assistance	996,870	-	-	996,870	923,931
Food and nutrition services	246,634	3,187	-	249,821	243,993
Counseling and support services	11,300	623	-	11,923	60,585
Medical assistance	30,557	-	-	30,557	20,715
Other client assistance	350,613	-	-	350,613	460,317
Professional fees for services:					
Contracted services	2,242,986	4,852	-	2,247,838	1,569,473
Professional fees	133,784	12,524	-	146,308	177,854
Legal fees	9,641	123,112	-	132,753	111,633
Accounting fees	-	125,510	-	125,510	106,809
Advertising and promotion	46,289	7,722	8,777	62,788	98,402
Conferences, conventions, and meetings	266,896	5,721	400	273,017	100,167
Grants and donations	471,083	16	-	471,099	518,917
Information technology	324,434	151,374	3,910	479,718	304,160
Insurance	155,580	5,707	-	161,287	163,508
Interest expense	841,250	75,932	1,854	919,036	932,866
Miscellaneous	104,750	43,254	340	148,344	228,820
Occupancy	1,127,657	124,434	3,195	1,255,286	1,934,075
Office expenses	424,741	110,078	18,197	553,016	584,834
Operational supplies	1,927,479	8,201	-	1,935,680	806,486
Staff expenses	35,967	3,604	47	39,618	38,334
Travel	267,086	6,146	539	273,771	236,550
Total Expenses	<u>34,127,481</u>	<u>4,247,544</u>	<u>438,954</u>	<u>38,813,979</u>	<u>37,300,326</u>
Depreciation and amortization	<u>1,405,152</u>	<u>69,608</u>	<u>-</u>	<u>1,474,760</u>	<u>1,456,284</u>
Total Functional Expenses	<u>\$ 35,532,633</u>	<u>\$ 4,317,152</u>	<u>\$ 438,954</u>	<u>\$ 40,288,739</u>	<u>\$ 38,756,610</u>

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

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING**

Consolidated Statement of Cash Flows
For the Year Ended June 30, 2019
(With Comparative Totals for the Year Ended June 30, 2018)

	<u>2019</u>	<u>2018</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ (73,889)	\$ (921,241)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	1,474,760	1,456,284
Amortization of tax credit liability	(21,044)	(21,043)
Unrealized gain on investments	(10,802)	-
(Gain)/loss on disposal of fixed assets	(689,174)	-
Inclusion of new entity in consolidated statements	49,811	-
(Increase) Decrease In:		
Accounts receivable	(921,415)	724,546
Patient receivables	655,085	(221,443)
Promises to give	-	8,000
Inventory	6,665	(55,801)
Other assets	(24,306)	30,615
Increase (Decrease) In:		
Accounts payable	1,250,916	(424,085)
Accrued expenses and other liabilities	343,336	593,622
Net Cash Provided by Operating Activities	<u>2,039,943</u>	<u>1,169,454</u>
Cash Flows From Investing Activities:		
Purchase of fixed assets	(438,091)	(963,370)
Proceeds from sale of fixed assets	1,309,000	-
Proceeds from sale of investments	-	300,812
Net Cash Provided (Used) by Investing Activities	<u>870,909</u>	<u>(662,558)</u>
Cash Flows From Financing Activities:		
Borrowings from lines of credit, net	(217,152)	190,488
Proceeds from short-term borrowings	400,000	-
Payments on short-term borrowings	(400,000)	-
Payments on capital leases	-	(18,304)
Payments on long-term borrowings	(821,362)	(471,269)
Net Cash Used by Financing Activities	<u>(1,038,514)</u>	<u>(299,085)</u>
Net Change	1,872,338	207,811
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>1,576,903</u>	<u>1,369,092</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 3,449,241</u>	<u>\$ 1,576,903</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 919,036</u>	<u>\$ 932,866</u>
Non-cash financing activities - debt financed fixed assets	<u>\$ 4,947,262</u>	<u>\$ 1,107,713</u>

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

HARBOR HOMES, INC. AND AFFILIATES d/b/a PARTNERSHIP FOR SUCCESSFUL LIVING

Notes to the Consolidated Financial Statements

1. Organization

Harbor Homes, Inc. is the largest entity as part of a collaboration of independent nonprofit organizations, sharing a common volunteer Board of Directors, President/CEO, and management team, that creates an innovative network to help New Hampshire families and individuals solve many of life's most challenging issues. Known collectively as the "Partnership for Successful Living", the collaboration is an efficient and innovative approach to providing services to over 5,000 New Hampshire community members each year. This holistic approach recognizes that individuality, dignity, good health and wellness, self-respect, and a safe place to live are key to a person's ability to contribute to society.

While each nonprofit organization in the collaboration is a separate legal entity within its own 501(c)(3) public charity status, mission, budget, and staff, they share back-end resources whenever it is efficient to do so, and collaborate on service delivery when it leads to better client outcomes. Additionally, whenever expertise in a particular area is needed by one organization, if another has access to that, it is shared. This reduces the overall administrative costs of each organization, and ensures that more of every philanthropic dollar received goes directly to client care. 88% of total annual expenses are for providing care and services.

Most importantly, by sharing resources and working as one, the collaboration is able to coordinate and better deliver a comprehensive array of interventions designed to empower individuals and families and ultimately build a stronger community. Outcomes are enhanced through this model.

The members of the collaboration, and organizations included in these consolidated financial statements, include the following related entities. All inter-entity transactions have been eliminated. Unless otherwise noted, these consolidated financial statements are hereinafter referred to as the "Organization".

Harbor Homes, Inc. – housing and healthcare

Consists of Harbor Homes, Inc. and Harbor Homes Plymouth, LLC.

Harbor Homes, Inc. – housing and healthcare

Has provided supports for New Hampshire's most vulnerable citizens since 1982. It has grown from a single group home for individuals who were de-institutionalized, into a full continuum of housing, healthcare, and supportive services for communities facing low-incomes, homelessness, and disability. Housing programs provide housing for 2,000 individuals annually, and its Federally Qualified Health Center for the Homeless provides affordable healthcare to more than 3,000. In Greater Nashua over the past decade, Harbor Homes has effectively ended homelessness for veterans and for persons living with HIV/AIDS, and has decreased chronic and unsheltered homelessness substantially. Harbor Homes is on the front lines of Nashua's opioid crisis; its extensive services have reduced overdose deaths markedly.

Harbor Homes Plymouth, LLC – housing project management

A single-member New Hampshire Limited Liability Company that developed and manages Boulder Point, LLC, a permanent supportive housing facility in Plymouth, New Hampshire for up to 30 low income/homeless veteran households. The project completed construction in July 2019. Harbor Homes, Inc. is the sole member and the manager of Harbor Homes Plymouth, LLC. The entity does not directly serve clients.

Boulder Point, LLC – housing project development

A New Hampshire Limited Liability Company, whose purpose is to acquire, own, develop, construct and/or rehabilitate, manage, and operate a new veterans housing project in Plymouth, New Hampshire. Harbor Homes Plymouth, LLC is a 0.01% investor member and the manager member. The entity does not directly serve clients.

Welcoming Light, Inc., Harbor Homes II, Inc., Harbor Homes III, Inc., and HH Ownership, Inc. – housing programs and ownership

These four nonprofits provide residential services to the elderly and/or low-income individuals experiencing a chronic behavioral issue or disability, and were created by Harbor Homes, Inc.'s Board of Directors in response to federal regulations. Combined, these entities serve approximately 35 individuals annually.

Greater Nashua Council on Alcoholism d/b/a Keystone Hall – substance misuse treatment

Keystone Hall is Greater Nashua's only comprehensive substance use disorder treatment center. Every year, it catalyzes change in 800 individuals, including those

experiencing homelessness, those without adequate insurance, and pregnant and parenting women. No one is denied treatment due to an inability to pay; most clients pay nothing for services. While in residential treatment clients have all basic needs met, including food, transportation, clothing, and integrated healthcare through Partnership for Successful Living affiliates. Substance use disorder treatment services are evidence-based, gender-specific, and culturally competent, and include residential (with a specific program for pregnant and parenting women and their children), outpatient, intensive outpatient, and drug court services.

Healthy at Home, Inc. – In-home health care

A Medicare-certified home health agency, Healthy at Home helps clients address physical and behavioral health challenges to live full, happy lives at home by providing consistent, compassionate care and daily-living assistance. Health at Home works hard to serve clients, regardless of financial barriers. Many of its 250 clients are among the hardest to serve, as their insurance may not fully cover incurred expenses. Ultimately, services keep clients in their own homes, and out of hospitals, institutions, or nursing homes. Staff provide skilled nursing, physical therapy, occupational therapy, speech therapy, homemaking services, respite care, and Alzheimer's care and dementia care.

SARC (Salem Association for Retarded Citizens) Housing Needs Board, Inc. – housing programs and ownership

SARC operates a permanent supportive housing facility (Woodview Commons) in Salem, New Hampshire for individuals with developmental or behavioral health issues. Harbor Homes, Inc.'s Board of Directors took over responsibility for this entity in fiscal year 2019. SARC serves 8 individuals annually.

Southern New Hampshire HIV/AIDS Task Force, Inc. (the Task Force) – HIV/AIDS services

A leader in HIV/AIDS services in New Hampshire that provides quality, holistic services to those with HIV/AIDS. All 200 clients are low-income, and they may face homelessness, mental illness, and substance use disorder. Outcomes are exemplary. Whereas viral suppression rate among individuals with HIV/AIDS is 45% nationally, more than 90% of the Task Force's clients are routinely virally suppressed. In partnership with its Partnership for Successful Living affiliates, the Task Force ensures that no individual with HIV or AIDS lives in homelessness in Greater Nashua. The Task Force operates in Greater Nashua and Keene, and is the State of New Hampshire's sole contractor among AIDS Service Organizations for supportive services, subcontracting to other New Hampshire AIDS Service Organizations statewide. To counter the public health risks of the opioid crisis, the Task Force initiated the Syringe Services program of Nashua Area in 2017.

Milford Regional Counseling Services – affordable counseling

Milford Regional Counseling is in process of fully integrating with Harbor Homes, Inc., but offers affordable counseling to those without insurance or sufficient income for treatment. It serves approximately 200 individuals and families each year, and a third of clients pay a reduced rate for care. Specifically, Milford Regional Counseling provides individuals, couples, and families with counseling and psychotherapy via talk, expressive play, and relational therapy. It specializes in serving veterans, those living with HIV/AIDS, the homeless, and individuals dually-diagnosed with mental illness and substance use disorder issues.

2. Significant Accounting Policies

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 has been implemented in fiscal year 2019 and the presentation in these consolidated financial statements has been adjusted accordingly.

Comparative Financial Information

The accompanying consolidated 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. Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Accounts Receivable, Net

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Patient Receivables, Net

Patient receivables relate to 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.

Inventory

Inventory is comprised primarily of pharmacy items, and is stated at the lower of cost or net realizable value determined by the first-in, first-out method.

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 Consolidated Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Consolidated Statement of Activities.

Property and Equipment

Property and equipment additions over \$5,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2019.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payments due in future years have an implied restriction to be used in the year payment is due and, therefore, are reported as net assets with donor restrictions until payment is due unless the contribution is clearly intended to support activities of the current year. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Donated Services and In-Kind Contributions

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Patient Services Revenues, Net

Patient services 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.

Grant Revenue

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior

experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Change in Net Assets Before Depreciation

Due to the significance of depreciation expense that is included in the Organization's change in net assets, the change in net assets before depreciation has been provided in the Consolidated Statement of Activities.

Income Taxes

The entities included in these consolidated financial statements (with the exception of Harbor Homes Plymouth, LLC and Boulder Point, LLC) have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as organizations described in IRC Section 501(c)(3), qualify for charitable contribution deductions, and have been determined not to be private foundations. A Return of Organization Exempt from Income Tax (Form 990), is required to be filed with the IRS for each entity. In addition, net income that is derived from business activities that are unrelated to an entity's exempt purpose is subject to income tax. In fiscal year 2019, Harbor Homes, Inc. and Milford Regional Counseling Services, Inc. were subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Harbor Homes Plymouth, LLC is a single-member, New Hampshire Limited Liability Company, with Harbor Homes, Inc. as its sole member. Harbor Homes Plymouth, LLC has elected to be treated as a corporation.

Boulder Point, LLC is a New Hampshire Limited Liability Company and has elected to be treated as a partnership.

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 and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies and entities supportive of the Organization's mission. Investments are monitored regularly by the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of investments – Note 5.
- Recurring measurement of lines of credit – Note 10.
- Recurring measurement of loans mortgages payable – Notes 11 – 14.

The carrying amounts of cash, cash equivalents, restricted cash, receivables, inventory, other assets, accounts payable and, accrued expenses and other liabilities approximate fair value.

New Accounting Standards to be Adopted in the Future

Revenue from Contracts with Customers

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers*. The ASU's core principle is that an organization will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This standard also includes expanded disclosure requirements that result in an entity providing users of financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity's contracts with customers. This standard will be effective for the Organization for the fiscal year ending June 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Leases

In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for

the pattern of expense recognition in the income statement. This ASU will be effective for the Organization for the fiscal year ending June 30, 2021. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the fiscal year ending June 30, 2022. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Contributions Received and Contributions Made

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The purpose of this amendment, due to diversity in practice, is to clarify the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. This standard will be effective for the Organization for the fiscal year ending June 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Reclassifications

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

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, are comprised of the following at June 30, 2019 and 2018:

Financial assets as year end:	2019	2018
Cash and cash equivalents	\$ 2,255,449	\$ 480,242
Restricted cash	1,193,792	1,096,661
Receivables	3,627,797	3,361,467
Investments	<u>203,533</u>	<u>192,731</u>
Total financial assets	7,280,571	5,131,101
Less amounts not available to be used within one year:		
Net assets with donor restrictions	240,306	118,305
Less: net assets with purpose restrictions to be met in less than a year	(240,306)	(118,305)
Restricted cash	<u>1,193,792</u>	<u>1,096,661</u>
	1,193,792	1,096,661
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 6,086,779</u>	<u>\$ 4,034,440</u>

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next twelve months, the Organization operates with a balanced budget and anticipates sufficient revenue to cover general expenditures not covered by donor-restricted resources. As part of its liquidity management plan, the Organization also has several revolving credit lines available to meet cash flow needs.

4. Restricted Cash

Restricted cash at June 30, 2019 consists of escrow and reserve accounts which are held for various purposes, and are comprised of the following:

Construction escrows	\$ 471,769
Reserve for replacements	619,194 *
Residual receipt deposits	43,224 *
Security deposits	<u>59,605</u>
Total	<u>\$ 1,193,792</u>

*Required by the Department of Housing and Urban Development.

5. Investments

Investments consist of the following at June 30, 2019:

	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 3</u>
Equities	\$ 26,530	\$ 26,530	\$ -
Other investments	<u>177,003</u>	<u>-</u>	<u>177,003</u>
Total	<u>\$ 203,533</u>	<u>\$ 26,530</u>	<u>\$ 177,003</u>

6. Accounts Receivable, Net

Accounts receivable at June 30, 2019 consist of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 1,798,715	\$ -	\$ 1,798,715
Medicaid/Medicare	731,267	(55,043)	676,224
Other	268,506	(2,870)	265,636
Residents and patients	244,127	(48,787)	195,340
Insurance	44,553	(3,062)	41,491
Contributions	3,000	-	3,000
Security deposits	<u>1,428</u>	<u>-</u>	<u>1,428</u>
Total	<u>\$ 3,091,596</u>	<u>\$ (109,762)</u>	<u>\$ 2,981,834</u>

7. Patient Receivables, Net

Patient receivables, related to the Organization's Federally Qualified Health Care Center, consists of the following at June 30, 2019:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid/Medicare	\$ 233,671	\$ (28,884)	\$ 204,787
Other	<u>561,134</u>	<u>(119,958)</u>	<u>441,176</u>
Total	<u>\$ 794,805</u>	<u>\$ (148,842)</u>	<u>\$ 645,963</u>

8. Property, Equipment, and Depreciation

A summary of the major components of property and equipment as of June 30, 2019 is presented below:

Land	\$	4,327,743
Land improvements		54,944
Buildings		27,337,257
Building improvements		7,171,172
Software		1,075,408
Vehicles		404,192
Furniture, fixtures, and equipment		759,036
Medical and dental equipment		236,976
Leasehold improvements		7,542
Construction in progress		<u>6,048,375</u>
Subtotal		47,422,645
Less: accumulated depreciation		<u>(13,059,250)</u>
Total	\$	<u><u>34,363,395</u></u>

Depreciation expense totaled \$1,471,904 for the year ended December 31, 2019.

9. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities at June 30, 2019 include the following:

	<u>Current</u>	<u>Long-Term</u>	<u>Total</u>
Accrued interest on debt	\$ 115,429	\$ -	\$ 115,429
Compensated absences	224,386	452,714	677,100
Deferred compensation plan	-	44,400	44,400
Deferred revenue	198,357	-	198,357
Other	101,849	27,280	129,129
Payroll and related liabilities	799,943	-	799,943
Retainage on construction project	498,282	-	498,282
Security deposits	-	<u>61,731</u>	<u>61,731</u>
Total	<u>\$ 1,938,246</u>	<u>\$ 586,125</u>	<u>\$ 2,524,371</u>

10. Lines of Credit

At June 30, 2019, the Organization had the following lines of credit available:

Harbor Homes, Inc.

\$1,000,000 of credit available from TD Bank, N. A. due January 31, 2020, secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the Wall Street Journal Prime Rate plus 1.00% adjusted daily. As of June 30, 2019, the credit line had an outstanding balance of \$423,170 at an interest rate of 6.50%. The Organization was not in compliance with certain debt covenant requirements in fiscal year 2019, however TD Bank has granted a waiver.

Harbor Homes, Inc.

\$500,000 line of credit available from TD Bank, N. A. due January 31, 2020, secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the Wall Street Journal Prime Rate plus 1.00% adjusted daily. As of June 30, 2019, the credit line had an outstanding balance of \$361,863 at an interest rate of 6.50%. Debt covenant requirements have been met in fiscal year 2019.

Greater Nashua Council on Alcoholism

\$750,000 line of credit available from Merrimack County Savings Bank, due on demand, and secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate plus 1.00% (6.50% at June 30, 2019) to Merrimack County Savings Bank. As of June 30, 2019, the credit line had an outstanding balance of \$84,302. Debt covenant requirements have been met in fiscal year 2019.

Healthy at Home, Inc.

\$250,000 of credit available from TD Bank, N. A., due January 31, 2020, secured by all business assets. The interest rate is the Wall Street Journal Prime Rate plus 1.00% (6.50% at June 30, 2019). The outstanding balance on the line of credit was \$198,936 at June 30, 2019. Debt requirements have been met in fiscal year 2019.

Lines of credit are categorized in the fair value hierarchy as Level 2.

11. Construction Loan Payable

At June 30, 2019, Boulder Point, LLC had a construction loan payable totaling \$3,235,875. This temporary loan relates to the Boulder Point project and will be

converted to permanent debt in October 2019 with two mortgages from Enterprise Bank totaling \$1,130,000, the balance from Low Income Tax Credits (LIHTC) funding, as well as various other grants and donations. The construction loan is secured by real property and is categorized in the fair value hierarchy as Level 2.

12. Mortgages Payable, Tax Credits

Mortgages payable, tax credits consist of mortgages payable by Harbor Homes, Inc. to the Community Development Finance Authority through the Community Development Investment Program, payable through the sale of tax credits to donor organizations. At June 30, 2019, these tax credits totaled \$428,793.

Mortgages payable, tax credits also includes \$100,000 of Low Income Housing Tax Credits (LIHTC).

Mortgages payable, tax credits are secured by real property, are amortized over various years, are categorized in the fair value hierarchy as Level 2.

13. Mortgages Payable

Mortgages payable as of June 30, 2019 consisted of the following:

	<u>Principal Balance</u>	<u>Payment Amount</u>	<u>Payment Frequency</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Property/Security</u>
\$	3,572,442	\$ 19,635	Monthly	4.00%	09/15/42	615 Amherst Street in Nashua, NH
	3,363,000 (1) (2)	-	Interest only	4.00%	02/28/20	75-77 Northeastern Boulevard in Nashua, NH
	1,129,465	7,879	Monthly	6.77%	12/05/33	335 Somerville Street in Manchester, NH
	1,125,000 (1)	-	Interest only	6.00%	02/28/20	75-77 Northeastern Boulevard in Nashua, NH
	1,095,236	6,193	Monthly	4.57%	12/05/33	335 Somerville Street in Manchester, NH
	1,021,468	7,768	Monthly	7.05%	10/01/40	59 Factory Street in Nashua, NH
	613,088	5,126	Monthly	6.97%	12/12/36	46 Spring Street in Nashua, NH
	563,773	5,324	Monthly	4.38%	08/12/30	45 High Street in Nashua, NH
	564,112	3,996	Monthly	4.75%	12/12/36	46 Spring Street in Nashua, NH
	431,962	2,692	Monthly	4.75%	10/01/40	59 Factory Street in Nashua, NH
	344,145	5,276	Monthly	9.25% (3)	12/01/26	Allds Street in Nashua, NH
	309,370	5,387	Monthly	4.75%	03/29/21	14 Maple Street in Nashua, NH
	238,895	3,369	Monthly	9.28% (3)	01/01/28	Chestnut Street in Nashua, NH
	238,106	1,425	Monthly	4.75%	04/06/42	99 Chestnut Street in Nashua, NH
	208,754	1,731	Monthly	7.00% (3)	09/28/36	7 Trinity Street in Claremont, NH
	173,934	3,184	Monthly	9.25% (3)	05/01/25	North Main Street in Nashua, NH
	114,599	3,419	Monthly	1.00%	04/05/22	Mobile van
	111,236	3,419	Monthly	1.00%	03/05/22	615 Amherst Street in Nashua, NH
	102,377	1,144	Monthly	4.64%	11/10/29	24 Mulberry Street in Nashua, NH
	99,028	2,543	Monthly	9.25% (3)	04/01/23	Salem, NH property
	87,039	779	Monthly	4.32%	04/11/37	4 New Haven Drive, Unit 202 in Nashua, NH
	78,535	2,385	Monthly	9.25% (3)	08/01/22	3 Winter Street in Nashua, NH
	43,366	299	Monthly	3.89%	10/01/35	59 Factory Street in Nashua, NH
\$	15,628,930		Subtotal			
	(66,367)		Debt issuance costs			
	(560,466)		Payments due in the next fiscal year			
\$	<u>15,002,097</u>		Mortgages payable, net of current portion			

(1) To be converted to term loan at maturity.

(2) Principal payments of \$3,000 per month have been required and paid since March, 2019.

(3) HUD issued and backed.

The following is a summary of future payments on the mortgages payable:

<u>Year</u>	<u>Amount</u>
2020	\$ 560,466
2021	627,553
2022	669,446
2023	602,749
2024	605,075
Thereafter	<u>12,563,641</u>
Total	\$ <u>15,628,930</u>

Mortgages payable are categorized in the fair value hierarchy as Level 2.

14. Mortgages Payable, Deferred

The Organization has deferred mortgages outstanding, secured by real property, totaling \$9,890,996 at June 30, 2019. These loans are interest free, and are not required to be repaid unless the Organization is in default with the terms of the loan agreements or, for certain loans, if an operating surplus occurs within that program. The deferred loans are subordinate to any non-deferred loan on the related property.

Deferred mortgages payable at June 30, 2019 are as follows:

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
Strawberry Bank condominiums	80,000
High Street fire system	<u>65,000</u>
Total City of Nashua	1,216,000
Department of Housing and Urban Development:	
Strawberry Bank condominiums	<u>436,400</u>
Total Department of Housing and Urban Development	436,400
Federal Home Loan Bank (FHLB):	
Boulder Point property	500,000
Factory Street property	400,000
Somerville Street property	400,000
Spring Street property	398,747
Amherst Street property	<u>385,000</u>
Total FHLB	2,083,747 (1)
NHHFA:	
Boulder Point property	1,822,500
Amherst Street property	1,500,000
Factory Street property	982,349
Spring Street property	550,000
Somerville Street property	<u>1,000,000</u>
Total NHHFA	<u>5,854,849</u> (2)
Total Mortgages Payable, Deferred	\$ <u>9,890,996</u>

(1) Will be automatically forgiven at the end of the term.

(2) Non-recourse.

Deferred mortgages payable are secured by real property and are categorized in the fair value hierarchy as Level 2.

15. Net Assets With Donor Restrictions

Net assets with donor restrictions are subject to expenditure for the following specified purposes at June 30, 2019:

<u>Purpose</u>	<u>Amount</u>
Capital improvements	\$ 25,000
Client services	18,122
Dental	12,500
Housing	125,000
Miscellaneous	32,700
Special events	<u>26,984</u>
Total	<u>\$ 240,306</u>

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

16. Patient Services Revenue (FQHC), Net

The Organization recognizes patient services revenue associated with services provided through its FQHC 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 (FQHC), net of provision for bad debts and contractual allowances and discounts, consists of the following:

	2019			2018	
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	\$ 3,796,423	\$ (737,829)	\$ -	\$ 3,058,594	\$ 1,505,498
Medicare	2,358,692	(814,259)	-	1,544,433	1,024,352
Third-party	1,245,677	(478,688)	-	766,989	1,069,007
Sliding fee/free care	644,211	-	(518,635)	125,576	2,960
Self-pay	188,259	-	(10,390)	177,869	303,800
Subtotal	\$ 8,233,262	\$ (2,030,776)	\$ (529,025)	5,673,461	3,905,617
Provision for bad debts				(268,466)	(241,454)
Total				\$ 5,404,995	\$ 3,664,163

17. Client Rental Assistance

The Organization has multiple grants requiring the payment of rents on behalf of the consumer. Rent expense totaling approximately \$6 million is comprised of leases held in the Organization's name, leases in consumers' names, or rents paid as client assistance.

18. Functionalized Expenses

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, those expenses require allocation on a reasonable basis that is consistently applied. The majority of expenses are direct costs that are charged to the applicable cost center, program, grant, and/or function. Costs that are not directly related to a cost center, program, grant, and/or function, or allocated as noted below, are accumulated into an indirect cost pool and charged using direct salaries, wages, and benefits as the allocation base. Certain individual cost elements are charged on a direct allocation basis, as follows:

Salaries, Wages, and Benefits – Except for certain key members of management, employees charge their time directly to specific grants, contracts, or other activities. Charges are supported by labor distribution reports and timesheet records, which reflect the actual activities under each. Fringe benefits include unemployment insurance, workers' compensation, FICA, health insurance, dental insurance, short-term and long-term disability, and matching retirement contributions. Benefits are also directly charged, using a methodology similar to that used for salaries and wages.

Occupancy Costs – Occupancy costs are allocated as follows:

- Interest on debt-financed property is allocated based on the purpose/use of the property.
- Rent is allocated based on square footage.
- Utilities are charged based on the purpose/use of the property.
- Depreciation is allocated based on the purpose/use of the property.

19. Plymouth NH Veterans Housing Project

The Plymouth NH Veterans Housing project is a planned permanent supportive housing development of twenty-five one-bedroom apartments for homeless veterans, and five two-bedroom apartments for low-income families located on Boulder Point Drive in Plymouth, New Hampshire. The New Hampshire Community Development Finance Authority has awarded Harbor Homes, Inc. \$700,000 in state tax credits for the project. Harbor Homes, Inc. is serving as the developer of the \$7 million project and will receive a developer fee, net of expenses in the amount of \$472,000. When completed, the 29,000 square foot apartment building will not only offer affordable, permanent supportive housing for in-need veterans, but staff from Harbor Homes, Inc. and White River Junction VA Medical Center will also provide essential supportive services and case management on-site.

20. Deferred Compensation Plan

In fiscal year 2019, the Organization offered a 401(k) retirement plan to qualifying employees. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) 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, 2019 were \$463,822.

The Organization also maintains a deferred compensation plan for certain directors (the SA Plan). The deferred compensation liability under the SA Plan was \$44,400 as of June 30, 2019 and was recorded as a long-term liability. This liability is offset by a corresponding long-term asset.

21. Concentration of Risk

The Organization received revenue in fiscal year 2019 as follows:

Grants	44%
Patient services revenues (other), net	19%
Patient services revenues (FQHC), net	13%
Department of Housing and Urban Development	9%
Department of Veterans Affairs	6%
All other support and revenue	9%
Total	<u>100%</u>

22. 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.

23. Supplemental Disclosure of Cash Flow Information

The Organization has adopted Accounting Standard Update (ASU) No. 2016-18, *State of Cash Flows (Topic 203): Restricted Cash*. The amendments in this update require that the Consolidated Statement of Cash Flows explain the change during the fiscal year of restricted cash as part of the total of cash and cash equivalents.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Consolidated Statement of Financial Position to the same such amounts reported in the Consolidated Statement of Cash Flows.

Cash and Cash Equivalents	\$ 2,255,449
Restricted Cash	<u>1,193,792</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Consolidated Statement of Cash Flows	<u>\$ 3,449,241</u>

24. Prior Period Restatement

Beginning net assets for fiscal year 2019 have been restated by \$49,811 to include the assets, liabilities, and net assets of SARC Housing Needs Board, Inc. which is now included in these consolidated financial statements. On April 1, 2019 Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living's Board of Directors took over responsibility for this organization.

25. Subsequent Events

Subsequent events have been evaluated through October 21, 2019, which is the date the consolidated financial statements were available to be issued.

Events subsequent to year end, include the following:

- Upon completion of the Plymouth NH Veterans Housing project, additional Low Income Housing Tax Credits (LIHTC) funding of approximately \$2.6 million will be provided to Boulder Point, LLC.

HARBOR HOMES, INC. AND AFFRATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING

Consolidating Statement of Financial Position

(With Comparative Totals as of June 30, 2018)

	Harbor Homes*	Boulder Point, LLC	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Home, Inc.	Welcoming LIFE, Inc.	SARC Housing Needs Board, Inc.	Southern NH HV/AIDS Task Force, Inc.	Millford Regional Counseling Services, Inc.	Subtotal	Eliminations	2019 Total	2018 Total
ASSETS															
Current Assets:															
Cash and cash equivalents	\$ 828,931	\$ 509,918	\$ 1,827	\$ 502	\$ 4,516	\$ 688,868	\$ 45,971	\$ 855	\$ 36,911	\$ 116,630	\$ 20,520	\$ 2,255,449	\$ -	\$ 2,255,449	\$ 480,242
Restricted cash	412,214	471,769	30,856	23,868	15,139	49,663	-	73,026	117,257	-	-	1,193,792	-	1,193,792	1,096,661
Accounts receivable, net	2,159,519	-	1,542	601	-	477,604	152,495	6,410	407	180,806	2,450	2,981,834	-	2,981,834	2,060,419
Patient receivables, net	645,963	-	-	-	-	-	-	-	-	-	-	645,963	-	645,963	1,301,048
Due from related organizations	1,156,631	-	-	-	-	36,242	-	-	-	-	-	1,192,873	(1,192,873)	-	-
Investments	203,533	-	-	-	-	-	-	-	-	-	-	203,533	-	203,533	192,731
Inventory	116,413	-	-	-	-	-	-	-	-	-	-	116,413	-	116,413	123,078
Other assets	2,397	-	-	-	-	17,822	4,865	-	-	9,000	-	34,084	-	34,084	46,155
Total Current Assets	5,525,601	981,687	34,225	24,971	19,655	1,270,199	203,331	80,291	154,575	306,436	22,970	8,623,941	(1,192,873)	7,431,068	5,300,334
Noncurrent Assets:															
Property and equipment, net	21,902,650	6,063,281	295,536	238,000	297,455	5,395,096	7,737	188,741	38,867	6,032	-	34,433,395	(70,000)	34,363,395	30,968,341
Investment in Boulder Point	441,018	-	-	-	-	-	-	-	-	-	-	441,018	(441,018)	-	-
Prepaid land lease	-	285,000	-	-	-	-	-	-	-	-	-	285,000	(285,000)	-	-
Other assets	77,577	-	-	-	-	-	-	-	-	600	-	78,177	-	78,177	41,800
Total Noncurrent Assets	22,421,245	6,348,281	295,536	238,000	297,455	5,395,096	7,737	188,741	38,867	6,632	-	35,237,590	(796,018)	34,441,572	31,010,141
Total Assets	27,946,846	7,329,968	329,761	262,971	317,110	6,665,295	211,068	269,032	193,442	313,068	22,970	43,861,531	(1,988,891)	41,872,640	36,310,475
LIABILITIES AND NET ASSETS															
Current Liabilities:															
Lines of credit	\$ 785,033	\$ -	\$ -	\$ -	\$ -	\$ 84,302	\$ 198,936	\$ -	\$ -	\$ -	\$ -	\$ 1,068,271	\$ -	\$ 1,068,271	\$ 1,285,423
Current portion of mortgages payable	328,279	-	32,849	19,128	-	134,586	-	23,344	22,280	-	-	560,466	-	560,466	496,608
Due to related organizations	561,198	12,172	171,076	7,494	13,660	-	145,885	229,757	18,888	11,156	21,587	1,192,873	(1,192,873)	-	-
Accounts payable	1,212,324	720,140	3,500	5,730	456	14,377	58,048	7,661	9,133	84,937	-	2,116,306	-	2,116,306	865,390
Accrued expenses and other liabilities	1,502,422	498,282	2,963	1,842	22	120,158	64,127	3,074	16,336	14,020	-	2,223,246	(285,000)	1,938,246	1,546,020
Total Current Liabilities	4,389,256	1,230,594	210,388	34,194	14,138	353,423	466,996	283,836	66,637	110,113	21,587	7,161,162	(1,477,873)	5,683,289	4,193,441
Long-Term Liabilities:															
Construction loan payable (See Note 11)	-	3,235,875	-	-	-	-	-	-	-	-	-	3,235,875	-	3,235,875	-
Accrued expenses and other liabilities	484,563	453,190	3,518	2,513	1,233	54,437	16,109	1,028	3,055	7,497	-	1,027,143	(441,018)	586,125	635,015
Mortgages payable, tax credits	428,793	100,000	-	-	-	-	-	-	-	-	-	528,793	-	528,793	158,237
Mortgages payable, net of current portion	10,760,971	-	311,296	219,767	-	3,482,725	-	150,590	76,748	-	-	15,002,097	-	15,002,097	15,783,030
Mortgages payable, deferred	5,167,096	2,322,500	-	-	516,400	1,885,000	-	-	-	-	-	9,890,996	-	9,890,996	8,571,209
Total Long-Term Liabilities	16,841,423	6,111,565	314,814	222,280	517,633	5,422,162	16,109	151,618	79,803	7,497	-	29,684,904	(441,018)	29,243,886	25,147,491
Total Liabilities	21,230,679	7,342,159	525,202	256,474	531,771	5,775,585	483,105	435,454	146,440	117,610	21,587	36,846,066	(1,918,891)	34,927,175	29,340,932
Net Assets:															
Without donor restrictions	6,475,861	(12,191)	(195,441)	6,497	(214,661)	889,710	(272,037)	(146,422)	47,002	195,458	1,383	6,775,159	(70,000)	6,705,159	6,851,238
With donor restrictions	240,306	-	-	-	-	-	-	-	-	-	-	240,306	-	240,306	118,305
Total Net Assets	6,716,167	(12,191)	(195,441)	6,497	(214,661)	889,710	(272,037)	(146,422)	47,002	195,458	1,383	7,015,465	(70,000)	6,945,465	6,969,543
Total Liabilities and Net Assets	\$ 27,946,846	\$ 7,329,968	\$ 329,761	\$ 262,971	\$ 317,110	\$ 6,665,295	\$ 211,068	\$ 269,032	\$ 193,442	\$ 313,068	\$ 22,970	\$ 43,861,531	\$ (1,988,891)	\$ 41,872,640	\$ 36,310,475

*Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC - See Note 1.

See Independent Auditors' Report.

HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING

Consolidating Statement of Activities
For the Year Ended June 30, 2019
(With Comparative Totals for the Year Ended June 30, 2018)

	Harbor Homes*	Boulder Pkts, LLC	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Dumorio, Inc.	Greater Nashua Council on Alcoholism	Healthy gl Home, Inc.	Welcoming Light, Inc.	SARC Housing Needs Board, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Millford Regional Counseling Services, Inc.	Subtotal	Eliminations	2019 Total	2018 Total
SUPPORT AND REVENUE															
Support:															
Grants	\$ 13,824,062	\$ -	\$ -	\$ -	\$ -	\$ 1,959,179	\$ -	\$ -	\$ -	\$ 1,931,517	\$ -	\$ 17,714,758	\$ -	\$ 17,714,758	\$ 15,525,644
Contributions	638,201	350	-	-	-	30,951	459	2,698	-	26,872	6,513	706,044	-	706,044	686,681
Fundraising events, net	21,659	-	-	-	-	6,543	(1,000)	438	-	6,706	(500)	33,846	-	33,846	48,954
Total Support	14,483,922	350	-	-	-	1,996,673	(541)	3,136	-	1,965,095	6,013	18,454,648	-	18,454,648	20,261,279
Revenue:															
Patient services revenues (other), net	3,312,320	-	-	-	-	2,762,723	1,397,989	-	-	-	-	7,473,032	-	7,473,032	5,686,860
Patient services revenues (FOHCL) net	5,404,995	-	-	-	-	-	-	-	-	-	-	5,404,995	-	5,404,995	3,664,163
Department of Housing and Urban Development programs	3,217,481	-	126,662	102,292	25,077	-	-	79,185	22,553	221,957	-	3,795,207	(103,438)	3,691,769	3,429,882
Veterans Administration programs	2,416,766	-	-	-	-	-	-	-	-	-	-	2,416,766	-	2,416,766	2,213,701
Rent and service charges, net	802,077	-	43,573	30,029	22,266	-	(11,267)	20,934	8,887	-	-	916,499	-	916,499	867,749
Outside rent	491,248	-	-	-	-	4,179	-	-	-	-	15,750	511,177	(163,452)	347,725	555,551
Contracted services	243,345	-	-	-	-	240,555	137,157	-	-	8,688	26,735	656,480	(31,528)	624,952	594,521
Fees for services	131,132	-	-	-	-	170	-	-	-	20,400	63,031	214,733	(65,267)	149,466	344,456
Management fees	43,536	-	-	-	-	-	-	23,450	-	-	-	66,986	(43,536)	23,450	39,124
Miscellaneous	5,634	-	-	79	165	1,007	2,867	(25)	-	81	31	9,834	-	9,834	137,951
Investment income (loss)	12,173	-	10	30	8	191	-	16	11	101	-	12,540	-	12,540	40,632
Gain (loss) on disposal of fixed assets	581,137	-	-	-	-	-	-	-	-	-	-	689,174	-	689,174	-
Total Revenue	16,661,844	-	170,245	132,430	47,516	3,008,820	1,526,746	123,560	31,451	251,227	213,584	22,167,423	(407,221)	21,760,202	17,574,090
Total Support and Revenue	31,145,766	350	170,245	132,430	47,516	5,005,493	1,526,205	126,696	31,451	2,216,322	219,597	40,622,071	(407,221)	40,214,850	37,835,369
EXPENSES															
Program	27,002,147	12,541	110,945	90,924	34,879	3,592,336	1,271,699	125,216	22,093	2,142,145	77,453	34,482,378	(354,897)	34,127,481	32,969,483
Administration	2,876,852	-	18,549	18,551	14,494	804,472	389,091	33,427	11,514	101,398	31,520	4,299,868	(52,324)	4,247,544	3,721,183
Fundraising	396,505	-	-	-	-	12,092	13,775	8,225	-	7,408	949	438,954	-	438,954	609,660
Total Expenses	30,275,504	12,541	129,494	109,475	49,373	4,408,900	1,674,565	166,868	33,607	2,250,951	109,922	39,221,200	(407,221)	38,813,979	37,300,326
OTHER INCOME															
Recovery of prior write-off	200,000	-	-	-	-	-	-	-	-	-	(200,000)	-	-	-	-
Total Other Income	200,000	-	-	-	-	-	-	-	-	-	(200,000)	-	-	-	-
Change in net assets before depreciation	1,070,262	(12,191)	40,751	22,955	(1,857)	596,593	(148,360)	(40,172)	(2,156)	(34,629)	(90,325)	1,400,871	-	1,400,871	535,043
Depreciation and amortization	1,157,515	-	25,123	21,299	14,349	225,296	5,577	24,445	653	503	-	1,474,760	-	1,474,760	1,456,284
Change in net assets	(87,253)	(12,191)	15,628	1,656	(16,206)	371,297	(153,937)	(64,617)	(7,809)	(35,132)	(90,325)	(73,889)	-	(73,889)	(921,241)
Net Assets (Deficit), Beginning of Year, as restated	6,803,420	-	(211,069)	4,841	(198,455)	518,413	(118,100)	(81,805)	49,811	230,590	91,708	7,069,354	(70,000)	7,019,354	7,890,784
Net Assets (Deficit), End of Year	\$ 6,716,167	\$ (12,191)	\$ (195,441)	\$ 6,497	\$ (214,661)	\$ 889,710	\$ (272,037)	\$ (146,422)	\$ 47,002	\$ 195,458	\$ 1,383	\$ 7,015,465	\$ (70,000)	\$ 6,945,465	\$ 6,969,543

*Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC - See Note I.

See Independent Auditors' Report.

HARBOR HOMES, INC.

Statement of Financial Position - Harbor Homes, Inc.
June 30, 2019

	Harbor Homes, Inc.					
	Harbor Homes <u>Program</u>	Harbor Homes I	Harbor Homes VI	Total Harbor Homes, Inc.	HH Plymouth, LLC	Harbor Homes*
ASSETS						
Current Assets:						
Cash and cash equivalents	\$ 814,790	\$ 498	\$ 13,643	\$ 828,931	\$ -	\$ 828,931
Restricted cash	290,316	57,248	64,650	412,214	-	412,214
Accounts receivable, net	2,157,629	517	1,373	2,159,519	-	2,159,519
Patient receivables, net	645,963	-	-	645,963	-	645,963
Due from related organizations	715,903	-	-	715,903	440,728	1,156,631
Investments	203,533	-	-	203,533	-	203,533
Inventory	116,413	-	-	116,413	-	116,413
Other assets	2,397	-	-	2,397	-	2,397
Total Current Assets	4,946,944	58,263	79,666	5,084,873	440,728	5,525,601
Noncurrent Assets:						
Property and equipment, net	21,530,551	89,679	282,420	21,902,650	-	21,902,650
Investment in Boulder Point	441,018	-	-	441,018	-	441,018
Other assets	77,577	-	-	77,577	-	77,577
Total Noncurrent Assets	22,049,146	89,679	282,420	22,421,245	-	22,421,245
Total Assets	\$ 26,996,090	\$ 147,942	\$ 362,086	\$ 27,506,118	\$ 440,728	\$ 27,946,846
LIABILITIES AND NET ASSETS						
Current Liabilities:						
Lines of credit	\$ 785,033	\$ -	\$ -	\$ 785,033	\$ -	\$ 785,033
Current portion of mortgages payable	299,566	22,304	6,409	328,279	-	328,279
Due to related organizations	-	9,734	110,736	120,470	440,728	561,198
Accounts payable	1,209,508	1,054	1,762	1,212,324	-	1,212,324
Accrued expenses and other liabilities	1,500,513	604	1,305	1,502,422	-	1,502,422
Total Current Liabilities	3,794,620	33,696	120,212	3,948,528	440,728	4,389,256
Long-Term Liabilities:						
Construction loan payable (See Note 11)	-	-	-	-	-	-
Accrued expenses and other liabilities	480,788	2,188	1,587	484,563	-	484,563
Mortgages payable, tax credits	428,793	-	-	428,793	-	428,793
Mortgages payable, net of current portion	10,502,395	56,231	202,345	10,760,971	-	10,760,971
Mortgages payable, deferred	5,167,096	-	-	5,167,096	-	5,167,096
Total Long-Term Liabilities	16,579,072	58,419	203,932	16,841,423	-	16,841,423
Total Liabilities	20,373,692	92,115	324,144	20,789,951	440,728	21,230,679
Net Assets:						
Without donor restrictions	6,382,092	55,827	37,942	6,475,861	-	6,475,861
With donor restrictions	240,306	-	-	240,306	-	240,306
Total Net Assets	6,622,398	55,827	37,942	6,716,167	-	6,716,167
Total Liabilities and Net Assets	\$ 26,996,090	\$ 147,942	\$ 362,086	\$ 27,506,118	\$ 440,728	\$ 27,946,846

*Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC - See Note 1.

See Independent Auditors' Report.

HARBOR HOMES, INC.

Statement of Activities - Harbor Homes, Inc.
For the Year Ended June 30, 2019

	Harbor Homes, Inc.					
	Harbor Homes Program	Harbor Homes I	Harbor Homes VI	Total Harbor Homes, Inc.	HH Plymouth, LLC	Harbor Homes*
SUPPORT AND REVENUE						
Support:						
Grants	\$ 13,824,062	\$ -	\$ -	\$ 13,824,062	\$ -	\$ 13,824,062
Contributions	633,201	-	5,000	638,201	-	638,201
Fundraising events, net	21,659	-	-	21,659	-	21,659
Total Support	14,478,922	-	5,000	14,483,922	-	14,483,922
Revenue:						
Patient services revenues (other), net	3,312,320	-	-	3,312,320	-	3,312,320
Patient services revenues (FQHC), net	5,404,995	-	-	5,404,995	-	5,404,995
Department of Housing and Urban Development programs	3,045,809	94,488	77,184	3,217,481	-	3,217,481
Veterans Administration programs	2,416,766	-	-	2,416,766	-	2,416,766
Rent and service charges, net	752,999	28,740	20,338	802,077	-	802,077
Outside rent	491,248	-	-	491,248	-	491,248
Contracted services	243,345	-	-	243,345	-	243,345
Fees for services	131,132	-	-	131,132	-	131,132
Management fees	43,536	-	-	43,536	-	43,536
Miscellaneous	5,396	-	238	5,634	-	5,634
Investment Income (loss)	12,109	25	39	12,173	-	12,173
Gain (loss) on disposal of fixed assets	581,137	-	-	581,137	-	581,137
Total Revenue	16,440,792	123,253	97,799	16,661,844	-	16,661,844
Total Support and Revenue	30,919,714	123,253	102,799	31,145,766	-	31,145,766
EXPENSES						
Program	26,867,345	69,009	65,793	27,002,147	-	27,002,147
Administration	2,844,901	18,897	13,054	2,876,852	-	2,876,852
Fundraising	396,505	-	-	396,505	-	396,505
Total Expenses	30,108,751	87,906	78,847	30,275,504	-	30,275,504
OTHER INCOME						
Recoupment of prior write-off - Milford Regional	200,000	-	-	200,000	-	200,000
Total Other Income	200,000	-	-	200,000	-	200,000
Change in net assets before depreciation	1,010,963	35,347	23,952	1,070,262	-	1,070,262
Depreciation and amortization	1,139,644	6,464	11,407	1,157,515	-	1,157,515
Change in net assets	(128,681)	28,883	12,545	(87,253)	-	(87,253)
Net Assets, Beginning of Year	6,751,079	26,944	25,397	6,803,420	-	6,803,420
Net Assets, End of Year	\$ 6,622,398	\$ 55,827	\$ 37,942	\$ 6,716,167	\$ -	\$ 6,716,167

*Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC - See Note 1.

See Independent Auditors' Report.

PARTNERSHIP FOR SUCCESSFUL LIVING

Harbor Homes, Inc; Healthy at Home, Inc; Greater Nashua Council on Alcoholism;
Southern NH HIV/AIDS Task Force

(CURRENT BOARD MEMBER CHARACTERISTICS & AFFILIATIONS)

NAME	POSITION	OCCUPATION	RESIDENCE	CATEGORY
Thomas I. Arnold	Director	Retired – Former City Solicitor, Manchester, NH	Merrimack, NH	Civic Leader
Jack Balcom	Director	Retired BAE Systems Current Tax Preparer, H&R Block	Merrimack, NH	Civic Leader
Vijay Bhatt	Director	Information Technology – Harvard Pilgrim Health Care	Burlington, MA	Business Leader
Richard Carvalho	Director	Food Service – Franchise Owner, Dunkin Donuts	Nashua, NH	Business Leader
Vincent Chamberlain	Director	Business – FAA Center, Nashua	Brookline, NH	Business Leader
Philip Duhaime	Director	Retired – Food Service	Merrimack, NH	Civic Leader
Jared Freilich	Treasurer	Business – VP Bank of America, Merrill Lynch	Hampstead, NH	Business Leader
Laurie Goguen	Asst. Secretary	Business – Linahan Limousine, Customer Service	Nashua, NH	Civic Leader/Consumer
Joel Jaffe	Secretary	Retired – Business, Hewlett Packard	Litchfield, NH	Civic Leader
Edward McDonough	Director	Non-Profit Agency Director – Gate House Sober Community	Nashua, NH	Civic Leader
Richard Plante	Vice Chair	Retired – Military	Manchester, NH	Civic Leader
Daniel Sallet	Chair	Business – BAE Systems, VP Finance/Electronic Systems	Ayer, MA	Business Leader
Trent Smith	Director	Retired – Business, HR	Milford, NH	Civic Leader

PETER J. KELLEHER, CCSW, LICSW

45 High Street

Nashua, NH 03060

Telephone: (603) 882-3616

Fax: (603) 595-7414

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: [REDACTED]

PROFILE

- 18 years experience in accounting/financial
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

PROFESSIONAL EXPERIENCE

June 2009 – Present *Vice President of Finance* Harbor Homes, Inc.

- Responsible for the finances of 9 related non-profit entities with revenues in excess \$22M
- Directly responsible for budgeting, planning, cash management, grants and contracts falling under the business/accounting office
- Reviews and analyzes the monthly, quarterly and annual financial reports
- Analyzes results of cash flows, budget expenditures and grant restrictions
- Assists the President/CEO with financial planning and capital projects
- Responsible for the annual financial and retirement audits of all related entities
- Reviews Federal 990 tax returns and state returns
- Set up web based electronic timesheets
- Implemented the conversion and installation of accounting and HR software
- Prepares and reviews 941 quarterly returns, state unemployment returns
- Oversees worker's compensation renewals, audit preparations, safety controls
- Responsible for coordinating, financing of two \$6M capital construction

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, Sage Non-profit Accounting software, Sage MAS 90 accounting software.

ANA PANCINE

Education

Southern NH University 2015 – 2017

Masters of Business Administration & Finance

Hesser College 2001 – 2005

Bachelor of Science, Business Administration – Minor in Finance

- Trained Medical Interpreter: Portuguese & Spanish
- Trained Translator: Portuguese
- Skilled USCIS Interpreter

Experience

Harbor Homes Inc. Nashua, NH November 2007 – Present

Chief Revenue Officer August 2018 – Present

- Supervise and Manage Business/Finance Office team composed by 15 staff members, performing duties such as: A/R, A/P, Staff Accountant, Senior Staff Accountant, Credentialing, Medicare/Medicaid/Private/Self-pay Billing.
- Internal and external reports for State & Federal projects.
- Prepare complex financial statements, internal/annual reports for planning and oversight of each program within organization
- 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 CFO on all special projects, as well as current back up for this position.
- 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 competitive State, Federal and Local grant applications
- Provide support to all program managers to ensure program compliances and financial requirements are met.
- Review all financial requirements and financial accuracy for new and renewed contracts
- Prepare, review and update all Finance/Accounting policies and procedure to ensure compliance with new Federal regulations.

Financial Controller

November 2007 – August 2018

- Budget development for 92 cost centers and 8 affiliated agencies with annual expenses and revenue over \$22m
- Prepare operational and variance analysis for financial presentation based on organization, State and Federal guideline.

- Prepare and review for accuracy all profit and loss, general ledger, trial balance reports for all 92 cost centers on a monthly basis
- Maintain accurate accounts including cash, inventory, prepaid, fixed assets, accounts payable, accrued expenses and line of credit transactions.
- Chair of the Greater Nashua Continuum Care (GNCOG), as well as, Chair of the GNCOG Board of Directors, composed by representatives of the Federal, State, and City Governments, housing program directors, local hospitals, social services agencies, financial institutions, private sector and religious institutions.

**Hewlett-Packard
Business Analyst**

Various locations

**August 2001 – November 2007
February 2004 – November 2007**

- Accountable for all metric reports for the PER Event team contracts on a monthly basis.
- Responsible for revenue recognition for two US districts, Latin America and Canada.
- Accountable to update, present and distribute all reports related to the department, which included financial reports, risk reports, contract metric reports.
- Responsible for all billing for Latin America and prepared currency translation reporting.
- Managed ten cost centers with annual expenses of \$9m and revenue of \$18m.
- Variance reporting monthly for +/- 1 % of forecasted to report to senior management.
- Maintained global reporting of 200 employees with emphasis on geographic alignment, individual line counts, and organizational charts for account utilization and resource mapping
- Main contact for all customers and service providers located in the Latin America territory.
- Provided Financial Support for account closing.

Quality Controller/ System Support Admin

June 2003 – February 2004

- Main contact between administrators and system support to prioritize technical errors.
- Responsible for weekly, monthly and quarterly quality review reporting, geography reports
- Maintain all employee related spreadsheets updated.
- Managed quality review reports to ensure policies and procedures are being followed.
- Mentored new hires and provided support for team members with problem solving.

Per Event Administrator

August 2001 – June 2003

- Responsible for billing revenue.
- Maintenance of contracts, including service changes and billing.
- Data Entry
- Revenue booking and customer assistance for Latin America/Caribbean territory.
- Assistance and service provided for all customer located in the Latin America/Caribbean/Europe territory

Skills

Computer: Windows, Microsoft Office, SIFT – Financial Database, Fundware/F9
Finance related: PEARS/CHAMP/WFM, NCAS/SAP, SAGE – MIP,
Language: Fluent Portuguese, Proficient Spanish

Vanessa J. Talasazan

Education

- 2018 *M.S. Community Economic Development* *Southern NH University*
-Outstanding Student Award, 4.0 GPA
- 2007 *B.A in English with a focus in Communications* *University of New Hampshire*
- 1999 – Current *Licensed New Hampshire Real Estate Agent* *Continuing Education Ongoing*

Career History

April 2008-Current Partnership for Successful Living Affiliates Nashua, NH

Background on Agencies/Employer: A unique partnership amongst several non-profit organizations w/ a combined annual operating budget of approx. \$40 million that share the same CEO, Board of Directors, and some back-end administration: Harbor Homes, Inc.; Southern NH HIV/AIDS Task Force, Greater Nashua Council on Alcoholism (Keystone Hall); Welcoming Light; Healthy at Home; and Milford Regional Counseling Services. Together, the agencies serve over 6,000 individuals and families annually. Named NH’s most innovative nonprofit organization by The NH Center for Nonprofits.

CURRENT ROLE: CHIEF STRATEGY OFFICER/ CHIEF OF STAFF to CEO

Primary Responsibilities: Key member of C-suite leadership across six companies, a hybrid role that encompasses two complementary positions: that of the Chief Strategy Officer (CSO) and that of Chief of Staff (COS).

CHIEF STRATEGY OFFICER RESPONSIBILITIES: Responsible for formalizing the organization’s strategic-planning processes, leading the development of the strategy, translating it for people across functions and business units, driving organizational change, forging new working relationships and synergies across the organization, and establishing greater transparency and accountability for those people carrying out the organization’s strategy. In addition responsible for assessing whether strategic initiatives, at all levels of the organization, are in line with the company’s standards and objectives.

Key duties include:

- Supervise the grant department: responsible for implementing and achieving an annual grant fundraising campaign of approximately \$20 million. Manage team of writers and special project coordinators to achieve new and repeat grant funding opportunities, effectively balancing the grants’ strategic impact to the PSL.
- Design and initiate new programs and services from conception and funding to launch, ensuring alignment with the organization’s strategic plan.
- Serve as the lead staff person of the Housing Development Project Management Team: plan and implement the construction of healthcare facilities and low-income housing developments including emergency, transitional, and permanent supportive initiatives.

CHIEF OF STAFF RESPONSIBILITIES: Primary responsibility is to enable the CEO to work most effectively with internal and external stakeholders and fulfill his commitments to the Partnership for Successful Living's partners, funders, and Board of Directors. Key duties include acting as a gatekeeper to the CEO; advising the CEO; autonomously competing tasks in place of the CEO; and organizing the CEO's direct reports and other staff members toward common goals.

Key duties include:

- Preparing for, and facilitating, "critical path" CEO meetings (e.g., with PSL executive leadership, current or potential PSL partners, funders, community and business leaders, government officials, and peer executives).
- Coordinating projects or commitments directly involving the CEO and his direct reports
- Independently leading special CEO-initiated projects, ranging from written products to be authored by the CEO to convening thought leaders on various topics.
- Developing draft communication on behalf of the CEO ranging from: the CEO update at Board meetings, to follow up correspondence related to the CEO's various meetings with PSL funders, partners and staff, to various speaking engagements involving external audiences.
- Understanding, communicating, and accurately representing the CEO's point of view on a wide range of topics at internal and external meetings when appropriate and as requested.
- Proactively identifying issues that could impact the successful execution of the CEO's commitments, elevating issues the CEO should be aware of, and framing/positioning ideas to resolve the problem/mitigate the risk
- Supporting the needs of the executive staff in their ability to raise critical issues with the CEO and receive needed responses, guidance, and decisions.
- Managing critical projects and bring them to successful outcomes by deftly bringing together internal and external stakeholders for a common purpose, facilitating these individuals to set aside personal goals and replace them with team goals, and helping them collaborate.

PREVIOUS ROLE: VICE PRESIDENT OF DEVELOPMENT AND GRANT COMPLIANCE

Primary Responsibilities: Key member of intercompany management team; lead all grant writing, efforts; supervise a team of development staff and interns; identify, write, and submit federal, state, corporate, and foundation grant requests; new program development and strategic planning; create and implement evaluations, outcome measurements, and data analysis tools to help ensure grant compliance; create corrective action plans to remedy identified compliance issues; expertise in the creation and execution of events, capital campaigns, and individual and corporate giving activities; liaison with board of directors and major donors.

Achievements include program design leading to more than \$120 million in federal, state and foundation grant funding obtained since 2008, including grants from:

- US Department of Veteran Affairs
- US Department of Housing & Urban Development
- US Department of Labor
- US Department of Health Resources Services Administration
- US Department of Substance Abuse and Mental Health Services Administration
- Federal Home Loan Bank of Boston

- NH Community Development Finance Authority
- NH Housing Finance Authority
- NH Bureau of Drug and Alcohol Services
- NH Bureau of Homeless and Housing Services
- NH Department of Justice
- NH Charitable Foundation

2000 – 2008

Assist2Sell Buyers & Sellers Realty

Nashua, NH

LICENSED NH REAL ESTATE AGENT

Primary Responsibilities: Created and negotiated successful contract agreements related to the sale of residential and commercial properties as an Exclusive Buyer Agent, Seller Agent, or Dual Agent; and upheld fiduciary duties to the respected parties. Regularly achieved more than \$10 million in sales annually.

JONATHAN W. BROWN

EDUCATION

2014 MBA Masters Business Administration, University of Phoenix
2012 BSIT/BS Bachelor of Science Information Technology/Business Systems Analysis,
University of Phoenix

EXPERIENCE

01/17 HARBOR HOMES, INC., Nashua, NH 03060
501(c)(3) integrated health, social service, and housing system with revenues over \$30MM

Clinic Director (01/17 to present)

Responsibilities: Oversight of day-to-day operations of Harbor Care Health & Wellness Center, a division of Harbor Homes, Inc. The organization maintains three sites including a mobile van and provides medical, mental health, substance misuse, dental, pharmacy, and 24x7 recuperative care with a focus on homeless and veteran clients.

12/06 to 12/17 INDIAN STREAM HEALTH CENTER, INC., Colebrook, NH 03576
501(c)(3) Federally Qualified Health Center with revenues over \$7MM

Chief Executive Officer (1/15 to 12/17)

Responsibilities: Management of two delivery sites covering three states providing medical, mental health, substance misuse, and pharmacy services to approximately 4,000 patients annually. Reports to Board of Directors. Direct reports include Chief Financial Officer, Chief Health Officer, Compliance Director, grants management and marketing staff.

Accomplishments:

- National Committee for Quality Assurance (NCQA) Level III Patient-Centered Medical Home (PCMH) Accreditation
- 9% Operating Surplus in Fiscal Year 2015 and 8% Operating Surplus in Fiscal Year 2016
- Expansion of Oral Health, Mental Health, and Substance Misuse Services
- Hired eight clinical providers in 18 months (5 medical and 3 behavioral health)
- Instituted \$15.00 livable wage
- Coordinated the development of a two-year strategic plan, including new Mission and Vision Statements
- Grown grant funding approximately 125% since 2015
- Hired, promoted or realigned the following positions: Chief Financial Officer, Chief Health Officer, Pharmacy Director, Behavioral Health Director, Medical Health Director and Director of Human Resources.

Chief Financial Officer (8/12 to 1/15)

Responsibilities: Management of \$5+ million budget, including two delivery sites serving three states providing medical, mental health, substance misuse, ~~and pharmacy~~ services to approximately 4,000 patients annually. Report to the ~~Chief Executive Officer~~. Direct reports ~~included~~ Information Systems Director, Facilities Directors, Front Desk and Scheduling Manager, and Revenue Cycle Manager.

Accomplishments:

- Increased Net Fee Revenue 15% from prior period
- Increased Gross Collections from 42% to 86%
- Reduced Fee Receivables by 60% and Bad Debt Allowance by 60%
- Aggregate Insurance Days in AR = 45
- Managed \$500,000 capital renovation project at Colebrook, NH facility which included a pharmacy, facility generator, elevator, and ADA upgrades
- Opened retail and 340B Pharmacy in May 2013
- Managed Design/Build capital project to open satellite site in Canaan, VT in May 2014
- Averaged 9% Operating Margin Fiscal Years 2012 - 2015

Information Systems & Facilities Manager (12/06 to 7/12)

Responsibilities: Management of Electronic Health Record, Patient Management System, hardware, software, network, all data systems, facility and environmental safety and security. Report to Chief Financial Officer. Direct reports included Information Technology Assistant, Housekeepers.

Accomplishments:

- Facilitated implementation of Electronic Health Record and Patient Management System
- Transitioned paper payroll system to electronic system, including services from ADP
- Facilitated development of Bi-directional Lab interface with Hospital
- Managed \$1 million capital project that included 2,400 sq/ft addition and renovations
- Managed capital campaign for above mentioned capital project that raised \$188,000
- Developed IT and Facilities Management policies and procedures manual

PROFESSIONAL/COMMUNITY AFFILIATIONS

- Medical Group Management Association, 2017
- American College of Healthcare Executives (enrolled in Fellowship Program), 2017
- North Country Health Consortium (Board of Directors), 2017 (*Treasurer 2016 and 2017*)
- North Country Community Care Organization (Board of Directors), 2017
- New Hampshire Rural Accountable Care Organization (Board of Directors), 2017
- North Country Chamber of Commerce (Board of Directors), 2011-2014, 2017 (*Vice President 2012 and President 2013*)
- North Country Accountable Care Organization (Board Directors), 2015
- George Washington University Geiger Gibson Capstone Fellowship in Community Health Policy and Leadership, 2015
- Neil and Louise Tillotson Grantee Learning Community, 2013
- Office of Rural Health Policy Rural Voices Leadership Institute, 2012
- Leadership North Country Program, 2011
- Bi-State Leadership Development Program, 2010-2011

Graciela Silvia Sironich-Kaikan MD.

Present Mailing Address

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Alternative Mailing Address
The Doctor's Office**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Medical Education

Universidad de Buenos Aires
Ciudad Autónoma de Buenos Aires
Argentina
MD, 12/21/1979

School Awards & Membership in Honorary/ Professional Societies

Cardiology Argentine Society: 1982-1986 associated member
Azcuena 980, Ciudad Autónoma de Buenos Aires, Argentina.
Intensive Care Argentine Society: 1985-1992 associated member 1992-1997 Board's Member
Cnel. Niceto Vega 4617, Ciudad Autónoma de Buenos Aires, Argentina.
Argentine Association of Enteral and Parenteral Nutrition: 1983-1997, Founder and Board's
Member
Lavalle 3643 3F Ciudad Autónoma de Buenos Aires, Argentina.
Biologic's Security Committee Navy Hospital: 1985-1997 Board's Member 1986-1997
Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.

Certifications / Licensure

NPI: 1760751531

State of New Hampshire Full License 2/1/2012 to 6/30/2018 #15553
DEA Registration: FS 2954851
State of New Hampshire Temporary License Date 11/02/2011 to 5/12/2012 #T0566
State of Massachusetts Limited License #222359 Exp. Date 06/30/2005
DEA Registration: AS4148501E136 Exp. Date 06/2005
ACLS Certification Exp. Date
U.S.M.L.E./E.C.F.M.G: 08/27/2001

Argentina:

Pan-American & Iberic Federation of Intensive Care Medicine. Degree of Certification in Critical Care Medicine. Diploma of Accreditation, Lisbon, Portugal 1995.
National Academy of Medicine, Ciudad Autónoma de Buenos Aires, Argentina. Certification of Professional Physicians as Critical Care Specialist. 1993.
Certificate of Specialist Argentine Society of Critical Care, Ciudad Autónoma de Buenos Aires, Argentina. 1993
Specialist in Critical Care, Ministry of Health and Social Security, Federal District, Ciudad Autónoma de Buenos Aires, Argentina. 1991.
National License: #58049 October Active 1980-March 1997 Book 17, Page 18
Province of Buenos Aires School 2nd District: #28446 08/1980 Book XI page 192
Avellaneda, Province of Buenos Aires, Argentina

Work Experience:

Harbor Care Health and Wellness Center
45 High Street, Nashua, NH 03060
Medical Director, August 2012-Present
General Practice, November 2011-Present

The Doctor's Office:

102 Bay Street, Manchester, NH 03104
General Practice, November 2011-Present

American Red Cross Massachusetts Bay Chapter:

139 Main St. Cambridge, MA 02142-1530
Health and Safety: Part Time Instructor in English and Spanish in CPR/AED Adults, Children, Infants and First Aid. 06/2011-12/2012

The Doctor's Office:

102 Bay Street, Manchester, NH 03104
First Line Therapy Lifestyle Educator, Coach. 05 2011-Present

Caritas Saint Elizabeth's Medical Center

736 Cambridge Street, Brighton, MA 02135

Department of Internal Medicine: Observer 03/2003- 12/2003

Laurence General Hospital,
1 General Street, Lawrence, MA. 01842
Observer, shadowing an Attending Neurologist 11/2002- 03/2003

Hewlett Packard, Medical Division
3000 Minuteman Rd, Andover MA. 01810
Medical Consultant for Latin America Field Operations 09/1997-12/1999

Navy Hospital Major Surgeon Pedro Mallo.
Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.
Chief Surgical Care Unit
Clinic and administrative management of the Unit. Instructor for medical students and residents. 01/92--03/97

Colegiales Clinic
Conde 851, Ciudad Autónoma de Buenos Aires, Argentina
Critical Care Coordinator.
Contributed of the management of the Unit. Coordinator of Critical Care actualization courses.
07/1991-06/1993

Clinica Modelo Los Cedros.
San Justo, Provincia de Buenos Aires, Argentina
Chief, Intensive Care Unit
Clinic and administrative Management of the Unit. 07/1990-06/1991

Nephrologic Medical Center Oeste.
Ciudadela, Provincia de Buenos Aires, Argentina.
Attending Physician, Hemodialysis Unit. 02/1987-08/1988

Navy Hospital Major Surgeon Pedro Mallo.
Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.
Attending Physician, Critical Care Unit. 07/1984-01/1992

Navy Hospital Major Surgeon Pedro Mallo.
Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.
On call Physician, Coronary Care Unit. 01/84-07/1984

Bazterrica Clinic
Juncal 3002, Ciudad Autónoma de Buenos Aires, Argentina.
On call Physician, Critical Care Unit. 09/1980-12/1987

Residencies/Fellowships

Caritas Saint Elizabeth's Medical Center

736 Cambridge St, Brighton, MA, 02135 United States of America.

General Surgery. 07/2004-06/2005

Marvin Lopez M.D. FACS, FRCSC.

Hackford Alan M.D.

University of Salvador

Post Graduate School of medicine

Tucumán 1845/59, Ciudad Autónoma de Buenos Aires, Argentina.

University Extension Critical Care 05/1983-12/1984

Professor Eduardo Abbate MD, Course Director, Professor Luis J Gonzalez Montaner MD, Dean of School of Medicine

Carlos Durand Hospital

Cardiology Division

Díaz Vélez 5044, Ciudad Autónoma de Buenos Aires, Argentina

Cardiology-Internal Medicine. 03/1982-06/1984

Alberto Demartini MD., Professor German Strigler MD.

Ignacio Pirovano Hospital

Monroe 3555, Ciudad Autónoma de Buenos Aires, Argentina.

Internal Medicine. 03/1981-02/1982

Professor Navarret MD. Professor Cottone MD. 03 / 1981 - 02 / 1982

City of Buenos Aires Municipality

City of Buenos Aires Hospitals

Critical Care Units

Annual Course of theory and practice in Critical Care.

Professor Francisco Maglio MD., Claudio Goldini MD., Roberto Menendez MD., Professor

Roberto Padron MD. 03/1980-02/1981

Publications/ Presentations/Poster Sessions

Graciela Silvia Sironich, Biochemistry Faculty, UBA. Nutrition Department and Mater Dei, Nutrition in acute pancreatitis, Publication Date: 09 / 1999, Volume: 1, Pages: 235; 242.

Bazaluzzo J M; Sironich Graciela; Catalano H.; Quiroga J. La Prensa Medica Argentina, Nutritional Evaluation by anthropometric method. Publication Date: 11 / 1992, Volume: N/A.

Sironich Graciela; Catalano H.; Miliel L.; Lancestremere M. Magazine XXIV Annual Meeting of the Argentine Society of Clinical Investigation. Sodium and plasmatic osmolarity variations in neurosurgical patients. Publication Date: 11 / 1989 , Volume: 1 /1989, Pages: N/A.

Volunteer Experience

American Red Cross Nashua Gateway Chapter

28 Concord Street, Nashua, NH 03064

Health and safety: CPR/AED for Adults, Children, Infants and First Aid Instructor. 04-2011-present.

American Cancer Society

Collaborated with 2009 Annual Fund

2009 Supporter, NH.

Spanish Hospital,

Belgrano 2975, Ciudad Autónoma de Buenos Aires, Argentina. 01209

Oncology Department, Voluntary Physician 01/1980-07/1980

Spanish Hospital,

Belgrano 2975, Ciudad Autónoma de Buenos Aires, Argentina. 01209

Emergency Room Volunteer. 03/1079-03/1980

Evita General Hospital,

Rlo de Janeiro 1910, Lanús, Provincia de Buenos Aires, Argentina.

Emergency Room Volunteer. 09/1974-12/1974

Dr Jose Estevez Psychiatric Hospital,

Garibaldi 1400, Temperley, Provincia de Buenos Aires, Argentina.

Volunteer. 08/1972-07/1973

Hobbies & Interests

Travel

Reading fiction, nonfiction and history

Theater

Cooking

Language Fluency (other than English)
Spanish

Other Accomplishments.

New Hampshire Governor's Commission on Latino Affairs. Member of the Board. 05/2010-present. Secretary 11/2010-present

FLT Lifestyle Educator Certification. March 2011

American Red Cross Gateway Chapter: CPR/AED for Professional Rescuers and Healthcare providers Instructor Certification 04/08/2011

American Red Cross Gateway Chapter: CPR/AED for Adults, Child, Infant; First Aid Lay responder Certification. 03/21/2011

Fundamentals of Instructor Training Certification 03/21/2011

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Physician License Match Results

Physicians

License Number: 15553
License Date: 2/1/2012
Name: BRONKH-KALKAN, GRACIELA- SILVIA MD
Address: WILLIAM WINDLER MD, 102 BAY ST, MANCHESTER, NH
03104
Phone: 603-625-1724
Specialty: GP
School and Year of Graduation: UNIVERSIDAD DE BUENOS AIRES
1980
Internship and Year: CARITAS ST ELIZABETHS MEDICAL CENTER -
BOSTON, MA 2006
License Expiration Date: 8/30/2016

Michelle Cool

Contact
Tel :
E-mail :

Address

Professional Experience

Harbor Care Health & Wellness

Harbor Homes, Inc. Nashua, NH

MAT Nurse Care Coordinator

December 2016 to Present

- Oversee The Medication Assisted Treatment PDOA Grant for Harbor Care Health & Wellness
- Support access to medication-assisted treatment (MAT) services for patients with an opioid use disorder (OUD) seeking or receiving MAT
- Provide Care Coordination for patients while monitoring their progress to assist in supporting a decrease in illicit opioid drug use and prescription opioid misuse
- Promote active patient engagement & therapeutic partnership to encourage successful patient outcomes
- Ensure access/awareness of all patient-centered Harbor Homes Programs & Community Resources relevant to patient to help promote achievement
- Review documentation to ensure accuracy & adherence to the patient's care plan while measuring outcomes
- Adherence to HIPAA, 42 C.F.R Part 2, and state-federal laws; consistently ensuring the maintenance of patient confidentiality
- Conduct regular audits to ensure compliance with all regulations

Sava Senior Care Derry, NH

August 2015 to Present

Licensed Practical Nurse; Unit Manager

- In conjunction with the DON, plan, coordinate and manage clinical services for a sub-acute & a long-term care unit. Responsible for the coordination of nursing care and services provided to short-term patients / long-term residents in various units and facilitating the interdisciplinary team
- Assess and evaluate the systems which facilitate the delivery of quality patient care
- Facilitates the resolution of issues and concerns associated with patient / resident care including family issues
- Implement and evaluate all nursing procedures and systems relative to unit programming
- Make nursing diagnoses that serve as the basis for the delivery of care
- Perform nursing assessments regarding the health status of the patient / resident
- Develop a plan of care and implement nursing care based on assessment
- Provide health education to patients and their families
- Participate in quality assurance activities
- Complete required forms and documents in accordance with company policy and state and/or federal regulations
- Perform nursing duties in cases of emergency or staffing shortages. Act as Resource Nurse/On-Call for Facility

Healthy @ Home, Inc. Nashua, NH

July 2013 to September 2015

Licensed Practical Nurse; Per Diem

- Provide direct skilled nursing care to clients in their home
- Assist with the development, implementation, and modification of the nursing care plan under the direct supervision of the RN or Director of Client Services
- Report significant findings or changes in the clients' condition to the Primary Nurse, Director of Client Services, or Physician
- Teach, supervise, and counsel the client/family regarding nursing care needs; medication education, coordination of care, community supports/resources
- Supervise, direct, evaluate the performance of the Licensed Nurse Aid, Personal Care Service Provider, Homemaker, and/or Companion
- Adherence to HIPAA rules and regulations; consistently ensuring the maintenance of client confidentiality
- Respect of client/family cultural, religious, and ethnic differences
- Regular rotation of On-Call Phone; responding and attending to emergency situations after-hours for Healthy @ Home & Harbor Homes Healthcare Clinic

Harbor Homes, Inc. Nashua, NH

Veterans First Program Manager

December 2006 to October 2014

- Oversee The Grant Per Diem/Transitional Housing Program for sixty homeless veterans and their families
- Develop care plan for each veteran while supervising their progress until successful reintegration into the community
- Provide supervision to all Veterans First staff; reinforcing professional boundaries/standards, HIPAA guidelines; problem-solve cases during weekly meetings, review tools to promote independence of all participants
- Conduct assessments on every applicant to determine eligibility, level of care, and appropriateness in relation to program
- Instrumental in the implementation of evidence based practices to effectively measure & document treatment outcomes
- Review documentation of clinical notes to ensure accuracy & adherence to the individual's care plan
- Frequent collaboration with the VA Medical Center pursuant to client care
- Maintenance of all case files to include clinical & housing records pursuant to state & federal regulations
- Responsible for overseeing and managing program budget & allocation of funds
- Conduct regular audits to ensure compliance with all regulations
- Regular rotation of On-Call Phone; responding and attending to emergency situations after-hours for all Programs within Harbor Homes, Inc.

Southern NH Counseling

Medical Billing & Transcription

May 2012-October 2014

- Responsible for submitting electronic claims to various insurance companies & provide transcription as needed

Licensure, Education, and Certification

2012	LPN, License Number 015999-22, State of New Hampshire
2008	Graduate of PN Program through Holden/NH Board of Nursing, facilitated by the NHBON and St. Joseph School of Nursing
	<i>IV Certification through OmniCare Pharmacy</i>
	<i>Healthcare Provider CPR (BLS)/AED & First Aid Certification</i>

Volunteer Work

Annually participate within the Medical/First-Aid Team for the 3 Day MS Challenge Walk, Cape Cod, MA

Harbor Homes, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$186,512	0%	\$0
Patricia Robitaille	CFO	\$150,000	0%	\$0
Ana Pancine	Chief Revenue Officer	\$145,000	0%	\$0
Vanessa Talasazan	Chief Strategy Officer	\$145,000	0%	\$0
Jonathan Brown	Clinical Director	\$130,000	0%	\$0
Graciella Silvia Sironich-Kalkan	Medical Director	\$208,000	5%	\$10,400
Michelle Cool	Program Manager	\$68,640	50%	\$34,320



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

September 5, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Abuse, to enter into a sole source amendment with the vendors listed in the table below, to expand the program infrastructure necessary to provide Medication Assisted Treatment services to individuals with opioid use disorders by increasing the price limitation by \$224,750 from \$2,250,000 to \$2,474,750, with no change in the completion date of June 30, 2020, to be effective upon Governor and the Executive Council approval. The original agreement was approved by the Governor and Executive Council on August 2, 2017 (Item 10A). 100% Federal Funds

Vendor	Vendor Number	Location	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
Harbor Homes Inc.	155358-B001	77 Northeastern Blvd. Nashua, NH 03062	\$1,350,000	\$112,375	\$1,462,375
Manchester Community Health Center	157274-B001	145 Hollis Street Manchester, NH 03101	\$900,000	\$112,375	\$1,012,375
		Total	\$2,250,000	\$224,750	\$2,474,750

Funds are available in the following account for State Fiscal Years 2018 and 2019 and is anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds, in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council approval, if needed and justified.

05-95-92-92051010-69350000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION FOR BEHAVIORAL HEALTH: BUREAU OF DRUG AND ALCOHOL: MAT GRANT

State Fiscal Year	Class/Account	Class Title	Current Budget	Increase (Decrease) Amount	Modified Amount
2018	102-500734	Contracts for Prog Svc	\$750,000	\$0.00	\$750,000
2019	102-500734	Contracts for Prog Svc	\$750,000	\$0.00	\$750,000
2020	102-500734	Contracts for Prog Svc	\$750,000	\$224,750	\$974,750
		Totals:	\$2,250,000	\$224,750	\$2,474,750

EXPLANATION

The purpose of this amendment is to provide additional funding in order to allow both Harbor Homes and Manchester Community Health Center to expand services by hiring one (1) additional staff person per location to assist persons with Opioid Use Disorder (OUD).

This request is sole source because the funds are only allowed to supplement projects already funded under the original funding source. Additional staff will allow both locations to further expand services offered to clients in emergency departments, hospitals and Safe Stations. The goal of the project is to link people to ongoing treatment services, including Medication Assisted Treatment (MAT), and provide care coordination at the respective health centers. The goal in providing this linkage in services is; to increase the t of the number of persons with OUD in treatment sevicees, assist individuals to retain treatment services, and for recipients to achieve long term recovery.

These contractors are currently funded to provide MAT in the areas of the state that have the highest opioid related overdose deaths. Providing this medical treatment will reduce the incidence of untreated and under-treated OUD. Patients also receive primary care and counseling in the agencies in accordance with MAT best practices. These supplemental funds will allow both agencies to expand outreach to individuals with OUD who are seeking care in emergency departments, receiving in-patient care for OUD related health conditions, or seeking treatment through Safe Stations. These vendors will enter into formal agreements with hospitals to develop MAT service referral systems in order to develop a workflow that embeds the care coordinator in discharge planning to create a seamless transition for appropriate and eligible patients to receive MAT and primary care.

The contractors will retain 55% of care coordination clients in MAT for at least 6 months, of those retained, 44% will have reduced opioid use at 6 month follow-up, 100% of patients eligible for care coordination will receive a minimum of one outreach encounter within 7 days of a missed appointment.

Should the Governor and Executive Council not approve this request, these high risk, high need individuals may lose the opportunity to receive critical, evidence-based treatment and recovery services for opioid addiction. The loss in services may put them at a greater risk of harm as well as diminish their ability to be productive family and community members. The State also would not be able to leverage federal funds to address this critical need.

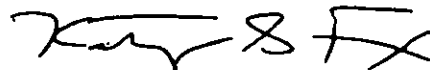
Area Served: Communities of Manchester and Nashua

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Medication-assisted Treatment, MAT, Grant. Catalog of Federal Domestic Assistance (CFD) #93.243, Federal Assistance Identification Number FAIN# TI026741.

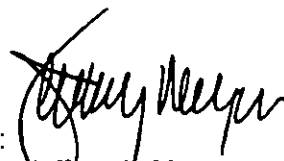
His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
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In the event that Federal funds become no longer available, General funds will not be requested to support these agreements.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion Contract**



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

Amendment #1 to the Medication Assisted Treatment Services Infrastructure Expansion Contract

This 1st Amendment to the Medication Assisted Treatment Services Infrastructure Expansion contract (hereinafter referred to as "Amendment #1") dated this 9th day of July, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 77 Northeastern Blvd. Nashua, NH 03062.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 2, 2017, (Item #10A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the price limitation and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to, increase the price limitation, adding additional staff in order to support continued delivery of these services; and

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

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

\$1,462,375.

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

E. Maria Reinemann, Esq., Director of Contracts and Procurement.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

603-271-9330.

4. Exhibit A, Provisions Applicable to All Services, Section 1.3 to read:

1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

5. Exhibit A, Statement of Work, Section 2.24 through 2.28 to read:

2.24 The Contractor shall expand integrated MAT service delivery in Nashua/Manchester through June 30, 2020.

2.25 The Contractor shall develop a formalized agreement between the FQHC and at least one local hospital to facilitate direct referrals to on-going treatment and recovery supports provided by the FQHC or other agencies.

2.26 The Contractor shall facilitate care coordination and referral agreements between Nashua/Manchester Safe Stations to ongoing treatment and recovery supports provided by the FQHC or other agencies



**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion Contract**

- 2.27 The Contractor shall ensure all patients who are eligible for supplemental care coordination who enroll in treatment but do not attend a subsequent appointment receive a minimum of one (1) outreach encounter within seven (7) calendar days of the missed appointment.
- 2.28 The Contractor shall develop sustainable, adequate reimbursement mechanisms for patient-centered, effective, integrated MAT service delivery.
6. Add Exhibit B-4, Amendment #1 SFY 2019 Supplemental Budget Sheet.
7. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion Contract

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/10/18
Date

[Signature]
Katja S. Fox:
Director

Harbor Homes, Inc.,

8/27/18
Date

[Signature]
Name: Peter Kettner
Title: President & CEO

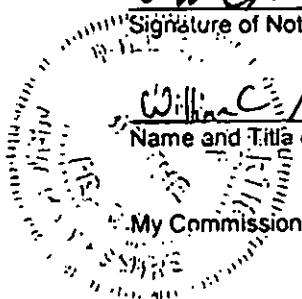
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 8/27/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

William C. Martin Justice of the Peace
Name and Title of Notary or Justice of the Peace

My Commission Expires: WILLIAM C. MARTIN
Justice of the Peace - New Hampshire
My Commission Expires November 4, 2020



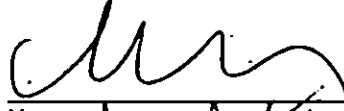


**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion Contract**

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

OFFICE OF THE ATTORNEY GENERAL

Date 9/18/18


Name: David A. Fitch
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

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

Bidder/Program Name: Harbor Homes Inc.

Budget Request for: MAT PDOA Supplemental Funds

Budget Period: 7/1/2018 - 6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by D443 contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 71,000	\$ 16,508	\$ 87,508	\$ -	\$ -	\$ -	\$ 71,000.00	\$ 16,508.00	\$ 87,508.00
2. Employee Benefits	\$ 18,170	\$ 4,437	\$ 22,607	\$ -	\$ -	\$ -	\$ 18,170.00	\$ 4,437.00	\$ 22,607.00
3. Contractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,240	\$ -	\$ 1,240	\$ -	\$ -	\$ -	\$ 1,240.00	\$ -	\$ 1,240.00
Purchase/Depreciation	\$ 1,240	\$ -	\$ 1,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 92,650	\$ 20,943	\$ 113,593	\$ -	\$ -	\$ -	\$ 91,410.00	\$ 20,943.00	\$ 112,353.00

Indirect As A Percent of Direct 22.9%

Vendor Initials

Date 6/27/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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8/27/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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8/27/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

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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
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-7964 www.dhhs.nh.gov

June 29, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Abuse, to enter into sole source agreements with the Vendors listed in the table below, to expand the program infrastructure necessary to provide Medication Assisted Treatment services to individuals with opioid use disorders, in an amount not to exceed \$2,250,000 effective upon Governor and Executive Council approval, through June 30, 2020. 100% Federal Funds.

Summary of Contracts

Vendor Name	Vendor Location	Amount of Contract
Manchester Community Health Center	Manchester, NH	\$900,000
Harbor Homes	Nashua, NH	\$1,350,000
	Grand Total	\$2,250,000

Funding to support this request is available in State Fiscal Years 2018 and 2019 and is anticipated to be available in State Fiscal Year 2020, subject to the availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the budgets and to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-92-92051010-69350000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION FOR BEHAVIORAL HEALTH: BUREAU OF DRUG AND ALCOHOL: MAT GRANT

STATE FISCAL YEAR	CLASS	CLASS TITLE	JOB NUMBER	AMOUNT
SFY 2018	102-500734	Contracts for Program Services	92056935	\$750,000
SFY 2019	102-500734	Contracts for Program Services	92056935	\$750,000
SFY 2020	102-500734	Contracts for Program Services	92056935	\$750,000
			Grand Total	\$2,250,000

EXPLANATION

This request is sole source due to the application process for a federal grant with the Substance Abuse and Mental Health Services Administration, which required the state to identify and secure agreements with these two qualified providers and to submit letters of commitment to this project in advance of the grant being awarded to the Department, subject to Governor and Executive Council approval.

Approval of these contracts will allow these agencies to build the program infrastructure necessary to provide Medication Assisted Treatment services to approximately 950 residents with opioid use disorders within three years, in the high need communities of Nashua and Manchester. Medication Assisted Treatment utilizes medications in combination with behavioral health counseling and care management services that have been demonstrated to be effective in addressing opioid use disorders, including improved engagement in treatment and a reduction in the use of opioids. The federal grant funds will be used to hire and train qualified staff; develop policies, procedures and workflow to deliver services; adapt electronic health records IT systems, provide outreach to underserved individuals with opioid use disorders in the community; and evaluate the quality of the Medication Assisted Treatment services. Contractors are required to partner with local specialty substance use disorder and recovery support services agencies to facilitate their accessing any needed services not provided by their organization. In addition to providing Medication Assisted Treatment services the two contractors, Manchester Community Health Center and Harbor Homes, will provide services to meet their patients' overall healthcare needs, including any co-occurring mental health disorders and or medical conditions, and will likewise refer patients to services not provided by their agency or that are beyond the scope of work for these contracts.

The purpose for these federal funds is to reduce the incidence of untreated and under-treated opioid use disorders by increasing the number of New Hampshire residents receiving integrated Medication Assisted Treatment services, co-occurring disorder and medical primary care services in Nashua and Manchester. The Contract requires both Vendors to serve approximate 950 patients by June, 2020. Additionally, the performance measures in the Contract require the Vendors to retain 55% of patients in integrated Medication Assisted Treatment services for at least six months and to have least 45% of participating patients demonstrating a reduction in opioid use at six month follow-up.

Additionally, the attached Contract includes language that reserves the right to renew the contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

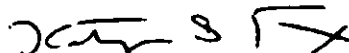
Should the Governor and Executive Council not approve this request, these high risk, high need individuals will lose this opportunity to receive critical, evidence-based treatment and recovery services, putting them at greater risk of overdose which may result in death and diminishing their ability to be productive family and community members. The State also would not be able to leverage federal funds to address this critical need.

Area Served: Communities of Manchester and Nashua

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Medication-assisted Treatment, MAT, Grant. Catalog of Federal Domestic Assistance (CFD) #93.243, Federal Assistance Identification Number # FAINTI026741

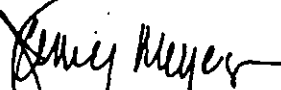
In the event that Federal funds become no longer available, general funds will not be requested to support these agreements.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Medication Assisted Treatment Services Infrastructure Expansion (SS-2018-BDAS-02-MATSE-01)



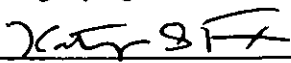
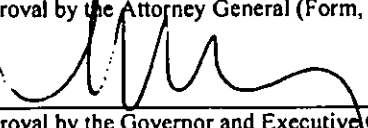
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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	1.6 Account Number 05-095-092-6935-102-500734	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$1,350,000.
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
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>6/28/2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed 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]		WILLIAM C. MARTIN Justice of the Peace - New Hampshire My Commission Expires November 4, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace William C Martin, Justice of the Peace			
1.14 State Agency Signature  Date: <u>6/30/17</u>		1.15 Name and Title of State Agency Signatory Katelyn 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>Megan A. Fox - Attorney</u> <u>7/3/17</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

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.

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.



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. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

2. Statement of Work

- 2.1. The Contractor shall expand their currently existing Medication Assisted Treatment (MAT) services through the activities in this Agreement to serve approximately 750 adults with opioid use disorders who are assessed to be clinically appropriate for MAT and who live/work in the Greater Nashua area.
- 2.2. The Contractor shall provide MAT services with fidelity to federal, state, and best practices recommendations as described in the "Guidance Document on Best Practices: Key Components for Delivering Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in NH" available at:
<http://www.dhhs.nh.gov/dcbcs/bdas/documents/matguidancedoc.pdf>
- 2.3. The Contractor shall identify infrastructure needs and conduct activities necessary to increase and enhance capacity to implement MAT services as follows, but not limited to:
 - 2.3.1. Recruit and hire additional staffing.
 - 2.3.2. Make Modifications to the electronic health record (EHR) system.
 - 2.3.3. Provide training for staff in an effort to initiate or expand current office based opioid treatment (OBOT) programs that deliver medication assisted treatment with approved medications including buprenorphine and naltrexone and to refer patients for treatment with methadone.
- 2.4. The Contractor shall establish a team comprised of current or newly-recruited staff to deliver MAT services, with sufficient staff to provide three core roles:
 - 2.4.1. Medical oversight and prescribing.
 - 2.4.2. Behavioral health counseling.

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Medication Assisted Treatment Services Infrastructure Expansion
Exhibit A**



- 2.4.3. Care coordination, which includes but is not limited to coordinating induction, administering urine screens and monitoring results, ensuring collaboration of providers, and assisting with accessing social services.
- 2.5. The Contractor shall develop collaborative relationships with external partners to provide additional MAT services not available through the Contractor's agency, which shall include, but not be limited to:
 - 2.5.1. MAT services with Methadone.
 - 2.5.2. Intensive levels of Behavioral Health counseling not available at their agency.
 - 2.5.3. Ancillary non-clinical recovery support services that reduce barriers to a client's participation in treatment or recovery, which may include, but not be limited to, peer recovery support services, transportation, child care, and employment services.
- 2.6. The Contractor shall ensure the availability of initial and on-going training and resources to all staff to include buprenorphine waiver training for interested physicians, nurse practitioners, and physician assistants. The Contractor shall develop a plan for Department approval to train and engage appropriate staff.
- 2.7. The Contractor must participate in training and technical assistance activities as directed by the Department, including but not limited to the Community of Practice for MAT, which may include project-specific trainings, quarterly web-based discussions, on-site technical assistance visits and ad hoc communication with expert consultants on MAT clinical care topics such as Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV) prevention, diversion risk mitigation and other relevant issues.
- 2.8. The Contractor shall develop policies and practices consistent with the Guidance Document related to, but not limited to:
 - 2.8.1. Evaluation and medical exam in order to obtain information to verify that patients meet criteria for opioid use disorders and are appropriate for MAT level of care, and determine the appropriate medication.
 - 2.8.2. Induction procedures.
 - 2.8.3. Integration of behavioral health counseling.
 - 2.8.4. Documentation of MAT services.
 - 2.8.5. Billing procedures.
 - 2.8.6. Urine drug testing.
 - 2.8.7. Discharge from MAT services.
- 2.9. The Contractor shall develop a workflow to provide patients with appropriate medical oversight for improved access and retention with MAT services by ensuring the following, which shall include but not be limited to:
 - 2.9.1. Prescribing.
 - 2.9.2. Diversion prevention activities.

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- 2.9.3. Counseling.
- 2.9.4. Care coordination.
- 2.9.5. Other appropriate ancillary services.
- 2.10. The Contractor shall utilize the Prescription Drug Monitoring Program (PDMP) for each prescription.
- 2.11. The Contractor shall ensure compliance with confidentiality requirements, which shall include, but not be limited to:
 - 2.11.1. Federal and state laws;
 - 2.11.2. HIPAA Privacy Rule; and
 - 2.11.3. 42 C.F.R. Part 2.
- 2.12. The Contractor shall provide timely communication among the patient, prescriber, counselor, care coordinator, and external providers.
- 2.13. The Contractor shall modify their EHR and clinical work flow to ensure required processes and data collection.
- 2.14. The Contractor shall administer the GPRA data collection tool during face-to-face patient interviews at intake, 6 month follow-up and at discharge from MAT services. In order to obtain high collection rates, incentives may be offered to patients for their time in completing the 6 month follow-up and discharge interviews.
- 2.15. The Contractor shall ensure meaningful input of consumers in program assessment, planning, implementation and improvement.
- 2.16. The Contractor shall use data to support quality improvement, using TA as needed.
- 2.17. The Contractor shall maintain the infrastructure necessary to achieve the goals of MAT Expansion, to meet the Substance Abuse and Mental Health Services Administration (SAMHSA) Medication Assisted Treatment Grant requirements and to deliver effective care to patients with an Opioid Use Disorder/Co-Occurring Disorder OUD/COD.
- 2.18. The Contractor shall communicate with the Continuum of Care Facilitator(s) regarding their service's role in the development of a resiliency and recovery oriented system of care (RROSC) in their region(s).
- 2.19. The Contractor shall engage in evaluation activities, as directed by the Department, including data collection and reporting in Section 3.
- 2.20. The Contractor shall develop and implement outreach activities about MAT and wrap around services to persons with Opioid Use Disorders (OUDs), in accordance with a Department approved outreach plan designed to inform the high-risk population and engage them in services. Outreach materials, including but not limited to brochures, posters, and social media, will be developed and disseminated using Technical Assistance as needed. These materials must be culturally appropriate, follow the Departments Culturally and Linguistically Appropriate Standards (CLAS), and be approved by the Department.

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- 2.21. The Contractor shall develop and implement a process to evaluate and report on patient satisfaction with the MAT services. The Contractor shall submit for Department approval the evaluation process.
- 2.22. The Contractor shall participate in all meetings, trainings and site visits required by SAMHSA and the Department.
- 2.23. The Contractor shall submit for Department approval within the timeline defined in Section 4.3 a sustainability plan to continue to provide medication assisted treatment services beyond the completion date of the contract.

3. Work Plan

- 3.1. The Contractor shall submit for Department approval within the timeline defined in Section 5.2 a work plan describing the process for ensuring the completion all aspects of the Scope of Services as listed in this Agreement. The Contractor shall include in the work plan:
 - 3.1.1. Activities and plans describing how the Contractor will complete the scope of work.
 - 3.1.2. Target number of patients to be served.
 - 3.1.3. Deliverables
 - 3.1.4. Due Dates
- 3.2. The Contractor shall develop an outreach plan designed to inform persons with OUDs about available MAT and wrap around services and to engage them in these services. This outreach plan shall be submitted with the work plan in Section 3.1.
- 3.3. The Contractor shall participate in project status meetings as scheduled by the Department to discuss progress and changes to the work plan.
- 3.4. The Contractor shall inform the Department within five business days any issues that affect the performance of the contract. The Contractor shall recommend solutions to resolve the issues.

4. Reporting

- 4.1. The Contractor will collect, manage and report data using the web-based tool identified by SAMHSA in accordance with the Government Performance and Results Modernization Act of 2010 (GPRM). GPRM data shall be collected from each patient at 3 points during their treatment, as required by SAMHSA.
- 4.2. In addition to the requirements in Section 3.1, The Contractor shall provide quarterly status reports based on work plan to include, but not be limited to:
 - 4.2.1. Work plan progress against the actual work plan activities in Section 3.1.1 through 3.1.4.
 - 4.2.2. Staff (existing and newly hired) retained to support MAT.
 - 4.2.3. Number of physicians, nurse practitioners, and physician assistants waived to prescribe buprenorphine.
 - 4.2.4. Policies and practices established.

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- 4.2.5. Changes made to the initial work plan.
- 4.2.6. Training and technical assistance needed.
- 4.2.7. Number of patients receiving MAT in the reporting quarter, year to date and contract period to date.
- 4.2.8. Wait times, as indicated by number of days from initial contact to the initiation/delivery of services.
- 4.2.9. Patient satisfaction.
- 4.2.10. Number of patients referred to Opiate Treatment Programs for MAT with methadone.
- 4.2.11. Outreach activities.
- 4.2.12. Other progress to date.
- 4.3. The Contractor shall provide, to the Department within forty-five (45) business days prior to the Contract completion date in General Provisions P-37 Block 1.7, a sustainability plan as described in Section 2.23 to continue to provide medication assisted treatment services beyond the completion date of the contract, subject to approval by the Department.
- 4.4. The Contractor shall provide a final report to the Department within forty-five (45) business days from the Contract completion date in General Provisions P-37 Block 1.7. The Contractor shall include in the final report the following information based on the work plan, but shall not be limited to:
 - 4.4.1. Work plan progress against the actual work plan activities in Section 3.1.1 through 3.1.4.
 - 4.4.2. Staff (existing and newly hired) retained to support MAT.
 - 4.4.3. Number of physicians, nurse practitioners, and physician assistants waived to prescribe buprenorphine.
 - 4.4.4. Policies and practices established.
 - 4.4.5. Outreach activities completed.
 - 4.4.6. Number of patients receiving MAT prior to contract as compared to the number of patients receiving MAT during the contract period, including the following information, but not limited to:
 - 4.4.6.1. Demographic (gender, age, race, ethnicity).
 - 4.4.6.2. Outcome data (as directed by the Department).
 - 4.4.6.3. Patient satisfaction.
 - 4.4.7. Description of challenges encountered and action taken.
 - 4.4.8. Other progress to date as required by the Department.

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5. Deliverables

- 5.1. The Contractor shall provide medication assisted treatment services as in Section 2.1 in accordance with the work plan.
- 5.2. The Contractor shall submit a work plan as outlined in Section 3 for the Department's review and approval within forty-five (45) business days of the contract's effective date.
- 5.3. The Contractor shall submit quarterly reports according to Section 4.2.
- 5.4. The Contractor shall submit a final report within forty-five (45) business days of termination of the contract according to Section 4.3.

6. Performance Measures

- 6.1. The Contractor shall meet evaluation measures required by SAMHSA, the Department and the Department's contracted Evaluator for the SAMHSA MAT grant/project.
 - 6.1.1. The Contractor shall gather data and monitor performance as defined in Section 6.1.
- 6.2. The Contractor shall provide the Department with performance measures generated through GPRA reporting.
 - 6.2.1. The Contractor shall enter GPRA data according to the federal requirements.
- 6.3. The Contractor's performance for providing MAT services in this contract will be measured by adherence to the guidance document in Section 2.2. and by the number and percentage of patients during the reporting quarter, year to date, and total contract period, who receive the following services:
 - 6.3.1. Number of patients with OUDs receiving integrated MAT.
 - 6.3.2. Receiving medical oversight, including prescribing or administration of medication.
 - 6.3.3. Receiving care coordination/case management.
 - 6.3.4. Receiving Behavioral health counseling.
 - 6.3.5. Receiving peer recovery support services.
- 6.4. The Contractor shall retain 55% of participating patients in integrated MAT services for at least 6 months.
- 6.5. The Contractor shall have 45% of participating patients with reduced opioid use at 6 month follow up. "Reduced opioid use" means using less illicit opioids at 6 month follow-up than amount used prior to initiating treatment.



Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration. Medication Assisted Treatment (MAT) Grant. CFDA #93.243 FAIN T1026741. 100% Federal Funds
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 2) The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Budgets Exhibit B-1, Exhibit B-2 and Exhibit B-3.
- 3) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for allowable costs and expenses incurred in the fulfillment of this agreement, and shall be in accordance with the approved Budgets in Exhibit B-1, Exhibit B-2 and, Exhibit B-3.
 - 2.2. The Contractor will submit an invoice using forms provided by the Department, by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services pursuant to this Agreement.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, for Contractor services provided pursuant to this Agreement, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. The Contractor shall submit invoices for services outlined in Exhibit A, Scope of Services in accordance with budget line items in Exhibit B-3, Budget preferably by e-mail on Department approved invoices to:
Program Manager
Division for Behavioral Health
Bureau of Drug and Alcohol Services
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
Lindy.keller@dhhs.nh.gov
 - 2.5. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, block 1.7.
- 4) 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 have not been completed in accordance with the terms and conditions of this Agreement.
- 5) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items in Budget Exhibit B-1, Exhibit B-2 and Exhibit B-3 within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Harbor Homes, Inc.

Budget Request for: Medication Assisted Treatment Services

Contract Name

Budget Period: SFY 2018: G&C approval through June 30, 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Costs
1. Total Salary/Wages	\$ 274,797.00	\$ 72,793.70	\$ 347,590.70	
2. Employee Benefits	\$ 71,447.00	\$ 18,926.30	\$ 90,373.30	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 3,750.00	\$ -	\$ 3,750.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 1,000.00	\$ -	\$ 1,000.00	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,200.00	\$ -	\$ 1,200.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 4,000.00	\$ -	\$ 4,000.00	
10. Marketing/Communications	\$ 375.00	\$ -	\$ 375.00	
11. Staff Education and Training	\$ 1,711.00	\$ -	\$ 1,711.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 358,280.00	\$ 91,720.00	\$ 450,000.00	

Indirect As A Percent of Direct

25.6%

Exhibit B-2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Harbor Homes, Inc.

Budget Request for: Medication Assisted Treatment Services
(Name of RFP)

Budget Period: SFY 2019: 7/1/18 through June 30, 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 274,797.00	\$ 72,793.70	\$ 347,590.70	
2. Employee Benefits	\$ 71,447.00	\$ 18,926.30	\$ 90,373.30	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:				
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:				
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 1,000.00	\$ -	\$ 1,000.00	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,200.00	\$ -	\$ 1,200.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses				
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 4,000.00	\$ -	\$ 4,000.00	
10. Marketing/Communications	\$ 3,375.00	\$ -	\$ 3,375.00	
11. Staff Education and Training	\$ 2,461.00	\$ -	\$ 2,461.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 358,280.00	\$ 91,720.00	\$ 450,000.00	

Indirect As A Percent of Direct

25.6%

Exhibit B-3 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Harbor Homes, Inc.

Budget Request for: Medication Assisted Treatment Services
(Name of RFP)

Budget Period: SFY 2020: July 1, 2019 through June 30, 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 274,797.00	\$ 72,793.70	\$ 347,590.70	
2. Employee Benefits	\$ 71,447.00	\$ 18,926.30	\$ 90,373.30	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 1,000.00	\$ -	\$ 1,000.00	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,200.00	\$ -	\$ 1,200.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 4,000.00	\$ -	\$ 4,000.00	
10. Marketing/Communications	\$ 3,375.00	\$ -	\$ 3,375.00	
11. Staff Education and Training	\$ 2,461.00	\$ -	\$ 2,461.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 358,280.00	\$ 91,720.00	\$ 450,000.00	

Indirect As A Percent of Direct

25.6%



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;



- 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.



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

New Hampshire Department of Health and Human Services
Exhibit C



- 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 one additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



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 GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D




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

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

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

6/28/2017
Date

Contractor Name:


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

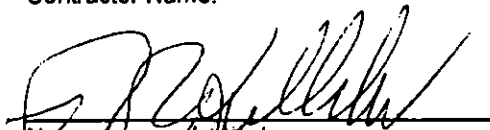
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

6/28/2017
Date


Name: Peter Helleker
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



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

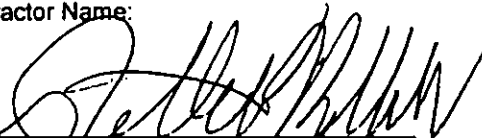
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (I)(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.

6/29/2017
Date

Contractor Name:


Name: Pete Kelleher
Title: President & CEO



**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

Handwritten initials in black ink, possibly reading "PAC".

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

6/28/2017
Date

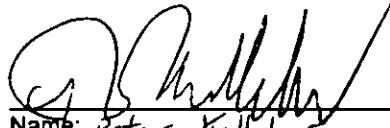

Name: Peter Kelleher
Title: President & CEO

Exhibit G

Contractor Initials PK

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



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:

6/28/2017
Date

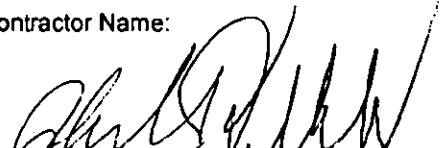

Name: Peter Kelleher
Title: President & CEO



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.

3/2014

Contractor Initials *DE*

Date 6/28/17



Exhibit I

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

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

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



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



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.



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) l, 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

[Signature]
Signature of Authorized Representative

Kathleen Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/30/17
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

6/28/2017
Date



**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:

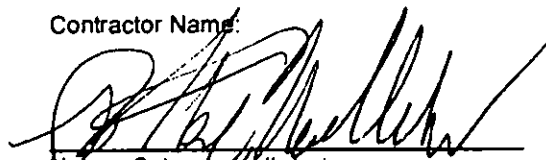
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

6/28/17
Date

Contractor Name:

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: 13-1864357
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
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.



**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion**

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

Amendment #2 to the Medication Assisted Treatment Services Infrastructure Expansion Contract

This 2nd Amendment to the Medication Assisted Treatment Services Infrastructure Expansion contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amoskeag Health (formerly known as Manchester Community Health Center), (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 2, 2017, (Item 10A), as amended on October 3, 2018, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to reduce the price limitation; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$948,808.
2. Form P-37, General Provisions, Block 1.9., Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10., State Agency Telephone Number, to read:
603-271-9631.
4. Modify Exhibit B-3 Budget by deleting the contents in its entirety and replacing it with Exhibit B-3 Budget, Amendment #2, incorporated by reference and attached herein.

New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/18/20
Date

[Signature]
Name: Katja S. Fox
Title: Director

Amoskeag Health

2/12/20
Date

[Signature]
Name: Kris McLaeghen
Title: President/CO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 2/12/20, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Jaël Roberge, Administrative Assistant
Name and Title of Notary or Justice of the Peace

JAE L. ROBERGE
NOTARY PUBLIC
State of New Hampshire

My Commission Expires: August 28, 2024



**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion**

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

OFFICE OF THE ATTORNEY GENERAL

2/24/20
Date

Catherine Pinos
Name: CATHERINE PINOS
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Amoskeag Health

Medication Assisted Treatment Services

Budget Request for: Infrastructure Expansion

Budget Period: SFY 2020: July 1, 2019 through June 30, 2020

(Line/Item)	Direct (Incremental)	Indirect (Fixed)	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 234,723.00	\$ -	\$ 234,723.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 530.00	\$ -	\$ 530.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:				
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 300.00	\$ -	\$ 300.00	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 400.00	\$ -	\$ 400.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses				
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 200.00	\$ -	\$ 200.00	
11. Staff Education and Training	\$ 280.00	\$ -	\$ 280.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 236,433.00	\$ -	\$ 236,433.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: *[Signature]*

Date: *2/11/20*

State of New Hampshire

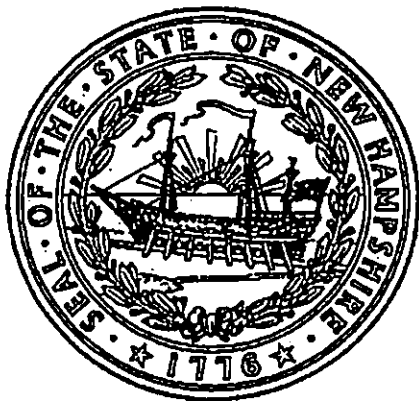
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMOSKEAG HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 175115

Certificate Number: 0004694687



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of January A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Is this the appropriate form of documentation? This seems shabby to be included with a contract. There is no direct download option from the DOS website.



AMOSKEAG HEALTH

Donate Locations Online Bill Pay Lang

ABOUT US NEWS EVENTS FOR PATIENTS SERVICES RESOUR

Formerly MCHC

In June of 2019, Manchester Community Health Center, Child Health Services, and West Side Neighborhood Health Center, formally consolidated under one organizational name: Amoskeag Health. Under one name, we will continue to provide the same quality, compassionate, family-oriented health care that we have delivered for nearly 40 years.



NEW HAMPSHIRE DEPARTMENT OF STATE

SECRETARY OF STATE WILLIAM M. GARDNER

Search Business Names [Back to Home](#)

Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
AMOSKEAG HEALTH	175115		CENTRAL MANCHESTER COMMUNITY HEALTH CENTER	Domestic Nonprofit Corporation	145 Hollis Street, Manchester, NH, 03101, USA	N/A	Good Standing
AMOSKEAG HEALTH	175115		MANCHESTER COMMUNITY HEALTH CENTER	Domestic Nonprofit Corporation	145 Hollis Street, Manchester, NH, 03101, USA	N/A	Good Standing
AMOSKEAG HEALTH	809655			Trade Name	145 Hollis Street, Manchester, NH, 03101, USA	N/A	Active

CERTIFICATE OF VOTE

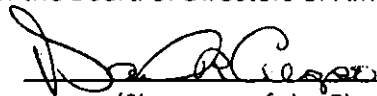
I, David Crespo, do hereby certify that:

1. I am a duly elected Officer of Amoskeag Health, Board of Directors.
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 February 12, 2020:

RESOLVED: That the President/CEO of Amoskeag Health, Kris McCracken 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 foregoing resolutions have not been amended or revoked, and remain in full force and effect as of
The 12th day of February, 2020.

4. I, David Crespo, am the duly elected Secretary of the Board of Directors of Amoskeag Health.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The foregoing instrument was acknowledged before me this 12th day of February, 2020

By David R Crespo

(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Jael L. Roberge
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
August 28, 2024

Commission Expires: _____



MANCCOM-01

PCANTLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2020

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: info@clarkinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Amoskeag Health 145 Hollis Street Manchester, NH 03101	INSURER A: Selective Insurance Company of the Southeast 39926	
	INSURER B: Citizens Ins Co of America 31634	
	INSURER C: AIX Specialty Insurance Co 12833	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

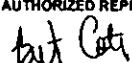
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 2291045	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2291045	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S 2291045	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WBVH092216	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	FTCA Gap Liability			L1VA515491	7/1/2019	7/1/2020	Each Incident \$ 1,000,000
C	FTCA Gap Liability			L1VA515491	7/1/2019	7/1/2020	Aggregate \$ 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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



AMOSKEAG HEALTH

MISSION

To improve the health and well-being of our patients and the communities we serve by providing exceptional care and services that are accessible to all.

VISION

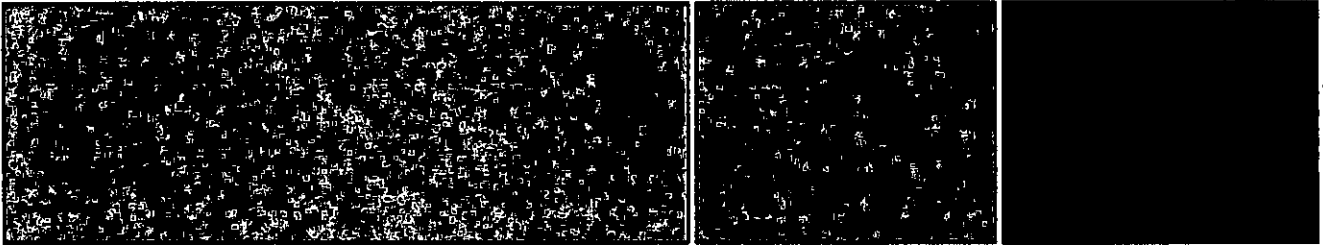
We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed.

CORE VALUES

We believe in:

- *Promoting wellness and empowering patients through education*
- *Fostering an environment of respect, integrity and caring where all people are treated equally with dignity and courtesy*
- *Providing exceptional, evidence-based and patient-centered care*
- *Removing barriers so that our patients achieve and maintain their best possible health*

Where quality and compassion meet family and community



FINANCIAL STATEMENTS

June 30, 2019 and 2018

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center
d/b/a Amoskeag Health

We have audited the accompanying financial statements of Manchester Community Health Center d/b/a Amoskeag Health, which comprise the balance sheets as of June 30, 2019 and 2018, and the related statements of operations, functional expenses, changes in net assets and cash flows for the years 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 U.S. generally accepted accounting principles; 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. 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 auditor's 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 Manchester Community Health Center d/b/a Amoskeag Health as of June 30, 2019 and 2018, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2019 Manchester Community Health Center d/b/a Amoskeag Health adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 8, 2019

**MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH**

Balance Sheets

June 30, 2019 and 2018

ASSETS

	<u>2019</u>	<u>2018</u>
Current assets		
Cash and cash equivalents	\$ 1,368,835	\$ 1,045,492
Patient accounts receivable, net	1,890,683	1,784,891
Grants and other receivables	1,063,463	523,673
Other current assets	<u>174,461</u>	<u>185,012</u>
Total current assets	4,497,442	3,539,068
Property and equipment, net	<u>4,397,203</u>	<u>4,650,347</u>
Total assets	<u>\$ 8,894,645</u>	<u>\$ 8,189,415</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	\$ 450,000	\$ 1,185,000
Accounts payable and accrued expenses	576,623	583,461
Accrued payroll and related expenses	1,210,890	1,116,406
Current maturities of long-term debt	<u>46,368</u>	<u>53,722</u>
Total current liabilities	2,283,881	2,938,589
Long-term debt, less current maturities	<u>1,594,959</u>	<u>1,153,279</u>
Total liabilities	<u>3,878,840</u>	<u>4,091,868</u>
Net assets		
Without donor restrictions	4,409,285	3,392,211
With donor restrictions	<u>606,520</u>	<u>705,336</u>
Total net assets	<u>5,015,805</u>	<u>4,097,547</u>
Total liabilities and net assets	<u>\$ 8,894,645</u>	<u>\$ 8,189,415</u>

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

**MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH**

Statements of Operations

Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Operating revenue		
Patient service revenue	\$10,543,526	\$ 9,898,890
Provision for bad debts	<u>(380,456)</u>	<u>(749,930)</u>
Net patient service revenue	10,163,070	9,148,960
Grants, contracts and support	8,260,664	7,304,866
Other operating revenue	546,428	180,701
Net assets released from restriction for operations	<u>1,066,720</u>	<u>1,027,841</u>
Total operating revenue	<u>20,036,882</u>	<u>17,662,368</u>
Operating expenses		
Salaries and wages	11,994,846	11,109,774
Employee benefits	2,270,095	2,206,269
Program supplies	525,199	501,734
Contracted services	2,175,172	2,381,708
Occupancy	716,607	671,108
Other	841,861	760,400
Depreciation and amortization	428,159	402,532
Interest	<u>100,845</u>	<u>91,771</u>
Total operating expenses	<u>19,052,784</u>	<u>18,125,296</u>
Excess (deficiency) of revenue over expenses	984,098	(462,928)
Net assets released from restriction for capital acquisition	<u>32,976</u>	<u>764,059</u>
Increase in net assets without donor restrictions	<u>\$ 1,017,074</u>	<u>\$ 301,131</u>

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

**MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH**

**Statements of Functional Expenses
Years Ended June 30, 2019 and 2018**

	2019							2018				
	Healthcare Services							Administrative and Support Services				
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	\$ 1,697,621	\$ 510,217	\$ 1,762,669	\$ 34,993	\$ 5,377,237	\$ 845,292	\$ 115,735	\$10,333,754	\$ 120,979	\$ 144,863	\$ 1,396,250	\$11,994,846
Employee benefits	323,076	97,869	330,299	6,406	932,471	164,397	20,419	1,874,936	22,428	27,986	344,745	2,270,095
Program supplies	1,047	5,896	39,987	254,261	217,078	5,211	1,030	524,510	412	120	157	525,199
Contracted services	78,373	251,068	202,352	338,857	445,115	395,557	220,623	1,827,865	21,225	21,502	204,580	2,175,172
Occupancy	121,143	18,549	105,959	4,260	687,382	116,132	-	1,051,425	(516,378)	17,188	164,378	716,607
Other	58,708	6,528	109,127	482	137,613	31,160	25,718	369,336	58,613	36,580	379,432	841,661
Depreciation and amortization	-	-	3,530	-	45,077	474	-	49,081	255,803	-	123,476	428,159
Interest	-	-	-	-	-	-	-	-	39,219	-	61,628	100,845
Total	\$ 2,277,967	\$ 888,147	\$ 2,543,913	\$ 637,259	\$ 7,841,973	\$ 1,558,223	\$ 383,425	\$18,130,907	\$ -	\$ 248,237	\$ 2,873,640	\$19,052,784
	2019							2018				
	Healthcare Services							Administrative and Support Services				
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	\$ 1,550,575	\$ 511,036	\$ 1,360,597	\$ 66,637	\$ 5,125,736	\$ 834,055	\$ 206,923	\$ 9,655,559	\$ 45,163	\$ 134,754	\$ 1,274,298	\$11,109,774
Employee benefits	363,556	121,183	322,169	15,812	678,442	170,542	48,042	1,719,746	8,984	30,312	447,227	2,205,269
Program supplies	25	19,582	15,781	229,960	227,857	5,422	2,406	501,143	118	-	473	501,734
Contracted services	110,040	192,406	209,630	313,746	419,183	363,843	388,039	1,996,887	19,492	49,221	316,108	2,381,708
Occupancy	107,090	14,643	93,948	3,770	597,530	102,757	-	919,738	(408,934)	15,207	145,097	671,108
Other	35,997	8,526	33,168	383	128,640	34,815	47,644	287,193	57,639	27,650	387,918	780,400
Depreciation and amortization	-	-	-	-	26,580	127	-	26,707	242,096	-	133,729	402,532
Interest	-	-	-	-	-	-	-	-	35,442	-	56,329	91,771
Total	\$ 2,187,283	\$ 867,376	\$ 2,035,323	\$ 630,308	\$ 7,202,068	\$ 1,511,561	\$ 693,054	\$15,106,973	\$ -	\$ 257,144	\$ 2,761,179	\$18,125,296

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

**MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH**

Statements of Changes in Net Assets

Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Net assets without donor restrictions		
Excess (deficiency) of revenue over expenses	\$ 984,098	\$ (462,928)
Net assets released from restriction for capital acquisition	<u>32,976</u>	<u>764,059</u>
Increase in net assets without donor restrictions	<u>1,017,074</u>	<u>301,131</u>
Net assets with donor restrictions		
Contributions	1,000,880	1,585,719
Net assets released from restriction for operations	(1,066,720)	(1,027,841)
Net assets released from restriction for capital acquisition	<u>(32,976)</u>	<u>(764,059)</u>
Decrease in net assets with donor restrictions	<u>(98,816)</u>	<u>(206,181)</u>
Change in net assets	918,258	94,950
Net assets, beginning of year	<u>4,097,547</u>	<u>4,002,597</u>
Net assets, end of year	<u>\$ 5,015,805</u>	<u>\$ 4,097,547</u>

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

**MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH**

Statements of Cash Flows

Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 918,258	\$ 94,950
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	380,456	749,930
Depreciation and amortization	428,159	402,532
Equity in earnings from limited liability company	-	(2,291)
Contributions and grants for long-term purposes	-	(475,001)
(Increase) decrease in the following assets		
Patient accounts receivable	(486,248)	(533,881)
Grants and other receivables	(539,790)	476,961
Prepaid expenses	10,551	(30,721)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(6,838)	(152,163)
Accrued payroll and related expenses	<u>94,484</u>	<u>57,126</u>
Net cash provided by operating activities	<u>799,032</u>	<u>587,442</u>
Cash flows from investing activities		
Capital expenditures	<u>(174,314)</u>	<u>(1,012,051)</u>
Net cash used by investing activities	<u>(174,314)</u>	<u>(1,012,051)</u>
Cash flows from financing activities		
Contributions and grants for long-term purposes	-	475,001
Proceeds from line of credit	-	450,000
Payments on line of credit	(235,000)	(75,000)
Payments on long-term debt	<u>(66,375)</u>	<u>(51,790)</u>
Net cash (used) provided by financing activities	<u>(301,375)</u>	<u>798,211</u>
Net increase in cash and cash equivalents	323,343	373,602
Cash and cash equivalents, beginning of year	<u>1,045,492</u>	<u>671,890</u>
Cash and cash equivalents, end of year	<u>\$ 1,368,835</u>	<u>\$ 1,045,492</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ 100,845</u>	<u>\$ 91,771</u>
Non-cash transactions		
Line of credit refinanced as long-term debt	<u>\$ 500,000</u>	<u>\$ -</u>

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

**MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH**

Notes to Financial Statements

June 30, 2019 and 2018

1. Summary of Significant Accounting Policies

Organization

Manchester Community Health Center d/b/a Amoskeag Health (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary healthcare services which meet the needs of a diverse community, regardless of age, ethnicity or income.

Recently Adopted Accounting Pronouncement

In August 2016, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance simplified the reporting of deficiencies in endowment funds and clarified the accounting for the lapsing of restrictions on gifts to acquire property, plant and equipment. New disclosures which highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements have been added. The ASU also imposes several new requirements related to reporting expenses. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to 2018; however, there was no impact to total net assets, results of operations or cash flows.

Basis of Presentation

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

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

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

**MANCHESTER COMMUNITY HEALTH CENTER
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June 30, 2019 and 2018

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

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

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

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

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible, including distributions from the Eva M. Montembeault Revocable Trust in the amount of \$450,000 at June 30, 2019.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2019 and 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 61% and 76%, respectively, of grants, contracts and support revenue.

**MANCHESTER COMMUNITY HEALTH CENTER
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Notes to Financial Statements

June 30, 2019 and 2018

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of \$500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the medical home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$22,589 at June 30, 2019 and 2018 and is included in other current assets on the accompanying balance sheets.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets such as land, buildings or equipment are reported as net assets without donor restrictions, and excluded from the excess (deficiency) of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

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Notes to Financial Statements

June 30, 2019 and 2018

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare, Medicaid managed care companies and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and fees related to the program are included in program supplies and contracted services, respectively, in the accompanying statements of operations and functional expenses.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy costs, which are allocated on a square-footage basis, as well as the shared systems technology fees for the Organization's medical records and billing system, which is allocated based on the percentage of patients.

Excess (Deficiency) of Revenue Over Expenses

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

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 8, 2019, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

**MANCHESTER COMMUNITY HEALTH CENTER
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Notes to Financial Statements

June 30, 2019 and 2018

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The Organization had working capital of \$2,213,561 and \$600,479 at June 30, 2019 and 2018, respectively. The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 27 and 22 at June 30, 2019 and 2018, respectively.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and scheduled principal payments on debt, were as follows:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 1,368,835	\$ 1,045,492
Accounts receivable, net	1,890,683	1,784,891
Grants and other receivables	<u>1,063,463</u>	<u>523,673</u>
Financial assets available	4,322,981	3,354,056
Less net assets with donor restrictions	<u>606,520</u>	<u>606,520</u>
Financial assets available for current use	<u>\$ 3,716,461</u>	<u>\$ 2,747,536</u>

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration (HRSA) recommended days cash on hand for operations of 30 days.

The Organization has a \$1,000,000 line of credit, as discussed in more detail in Note 5. As of June 30, 2019, \$550,000 remained available on the line of credit.

3. Accounts Receivable

Patient accounts receivable consisted of the following:

	<u>2019</u>	<u>2018</u>
Patient accounts receivable	\$ 3,115,302	\$ 2,906,188
Contract 340B pharmacy program receivables	<u>106,443</u>	<u>97,783</u>
Total patient accounts receivable	3,221,745	3,003,971
Allowance for doubtful accounts	<u>(1,331,062)</u>	<u>(1,219,080)</u>
Patient accounts receivable, net	<u>\$ 1,890,683</u>	<u>\$ 1,784,891</u>

**MANCHESTER COMMUNITY HEALTH CENTER
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Notes to Financial Statements

June 30, 2019 and 2018

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	<u>2019</u>	<u>2018</u>
Medicare	13 %	13 %
Medicaid	26 %	23 %

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each individual payer. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2019</u>	<u>2018</u>
Balance, beginning of year	\$ 1,219,080	\$ 1,702,394
Provision for bad debts	380,456	749,930
Write-offs	<u>(268,474)</u>	<u>(1,233,244)</u>
Balance, end of year	<u>\$ 1,331,062</u>	<u>\$ 1,219,080</u>

The increase in the allowance is due to an increase in balances over 240 days old.

4. Property and Equipment

Property and equipment consists of the following:

	<u>2019</u>	<u>2018</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	5,125,647	5,109,921
Furniture and equipment	<u>2,120,471</u>	<u>1,961,844</u>
Total cost	7,327,118	7,152,765
Less accumulated depreciation	<u>2,929,915</u>	<u>2,502,418</u>
Property and equipment, net	<u>\$ 4,397,203</u>	<u>\$ 4,650,347</u>

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Notes to Financial Statements

June 30, 2019 and 2018

The Organization made renovations to certain buildings with Federal grant funding. In accordance with the grant agreements, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), HRSA; and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM, HRSA.

5. Line of Credit

The Organization had a \$1,500,000 line of credit demand note with a local banking institution through April 15, 2019 at which time the credit line was reduced to \$1,000,000. The line of credit is collateralized by all assets. The interest rate is LIBOR plus 3.5% (5.91% at June 30, 2019). There was an outstanding balance on the line of credit of \$450,000 and \$1,185,000 at June 30, 2019 and 2018, respectively.

6. Long-Term Debt

Long-term debt consists of the following:

	<u>2019</u>	<u>2018</u>
Note payable, with a local bank (see terms below)	\$ 1,634,694	\$ 1,194,313
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of \$513, including interest at 1.00%, due July 2020, collateralized by all business assets	<u>6,633</u>	<u>12,688</u>
Total long-term debt	1,641,327	1,207,001
Less current maturities	<u>46,368</u>	<u>53,722</u>
Long-term debt, less current maturities	<u>\$ 1,594,959</u>	<u>\$ 1,153,279</u>

The Organization had a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, with a balloon payment due December 1, 2018 and which was refinanced in April 2019 for \$1,670,000 with NHHEFA participating in the lending for \$450,000 of the note payable. Monthly payments of \$8,595, including interest fixed at 3.76%, are based on a 25 year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance, collateralized by real estate.

**MANCHESTER COMMUNITY HEALTH CENTER
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Notes to Financial Statements

June 30, 2019 and 2018

Scheduled principal repayments of long-term debt for the next five years and thereafter follows:

2020		\$	46,368
2021			42,505
2022			43,616
2023			45,308
2024			46,912
Thereafter			<u>1,416,618</u>
Total			<u>\$ 1,641,327</u>

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization is in compliance with all loan covenants at June 30, 2019.

7. Net Assets With Donor Restrictions

Net assets with donor restrictions for specific purposes consisted of cash and cash equivalents and grants and other receivables due within a year and were restricted for the following purposes:

	<u>2019</u>		<u>2018</u>
Purpose restricted:			
Healthcare services	\$ 344,323	\$	365,301
Child health services	140,226		162,045
Capital improvements	20,613		76,632
Perpetual in nature:			
Available to borrow for working capital as needed	<u>101,358</u>		<u>101,358</u>
Total	<u>\$ 606,520</u>	\$	<u>705,336</u>

8. Patient Service Revenue

Patient service revenue follows:

	<u>2019</u>		<u>2018</u>
Gross charges	\$18,103,265	\$	\$17,126,053
Contract 340B pharmacy revenue	<u>1,553,866</u>		<u>1,343,871</u>
Total gross revenue	19,657,131		18,469,924
Contractual adjustments	(7,174,190)		(6,929,944)
Sliding fee scale discounts	<u>(1,939,415)</u>		<u>(1,641,090)</u>
Total patient service revenue	<u>\$10,543,526</u>	\$	<u>\$ 9,898,890</u>

**MANCHESTER COMMUNITY HEALTH CENTER
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Notes to Financial Statements

June 30, 2019 and 2018

Revenue from Medicaid accounted for approximately 53% and 51% of the Organization's gross patient service revenue for the years ended June 30, 2019 and 2018, respectively. No other individual payer represented more than 10% of the Organization's gross patient service revenue.

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

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2018.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit and contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to \$2,217,386 and \$1,882,644 for the years ended June 30, 2019 and 2018, respectively. The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

**MANCHESTER COMMUNITY HEALTH CENTER
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Notes to Financial Statements

June 30, 2019 and 2018

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed \$309,981 and \$338,779 for the years ended June 30, 2019 and 2018, respectively.

10. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Lease Commitments

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2020	\$ 172,099
2021	139,989
2022	110,803
2023	78,057
2024	<u>59,565</u>
Total	<u>\$ 560,513</u>

Rent expenses amounted to \$199,895 and \$241,375 for the years ended June 30, 2019 and 2018, respectively.

Name	Career Title	Committee(s)	Board Role/Title
Idowu "Sam" Edokpolo	Residential Counselor	Strategic Planning	Director
Catherine Marsellos	Paralegal	Strategic Planning, Executive, Personnel	Vice Chair
Mohammad "Saleem" Yusuf	Professor of IT/Software Development	Quality Improvement	Director
David Crespo	Field Consultant	Strategic Planning, Marketing	Secretary
Angella Chen-Shadeed	Caregiver		Director
Dennis "Danny" Carlsen	Landlord		Director
Maria Mariano	Retired		Director
Phillip Adams	Carpenter		Director
David Hildenbrand	COO	Finance	Director
Kathleen Davidson	Atty	Personnel, Executive	Chair
Richard Elwell	Consultant	Finance (CHAIR), Strategic Planning, Executive	Treasurer
Dawn McKinney	Policy Director	Strategic Planning	Director
Thomas Lavoie	Insurance Broker	Marketing	Director
Christian Scott	Director of Talent Acquisition		Director
Madhab Gurung	Direct Support Professional		Director
Jennifer "Gwen" Harris	Home maker	Quality Improvement	Director
Debra (Debbie) Manning	Health Care Consultant Software		Director

Kristen McCracken, MBA

2013-Present
Manchester Community Health Center
Phone: 603-869-6405, Cell: 603-289-1115
Email: kmcrcracken@cmhccenter.com

Objective:

To work for an organization with a clear vision, philanthropic community involvement, well-respected leadership, a strong strategic plan, and a corporate culture that is motivating and inclusive.

Education:

Undergraduate Degree: 1991 Mt. Holyoke College, Major: Psychology, Minor: Latin American Studies

Graduate Degree: 2000 Rivier College, MBA Health Care Administration

Qualifications:

Areas of Experience:

- Community Health
- Primary Care
- Behavioral Health
- Electronic Medical Records
- Substance Abuse, HIV/AIDS
- Domestic Violence
- Rape Crisis
- Culturally Diverse Populations
- Federally Funded Programs
- Joint Commission Accreditation
- Fundraising
- Board of Directors

Skill Sets:

- Operations Management
- Strategic Planning
- Budget Development
- Grant Writing/Report Management
- Group Facilitation
- Regulatory Compliance
- Staff Supervision
- Project Management
- Quality Improvement/Data Mgmt.
- Community Collaboration
- Facilities Oversight
- Program Development

Professional Experience:

2013-Present: **President and CEO**- Manchester Community Health Center

- Oversee all service programs provided by MCHC to ensure that client needs are met and quality standards are maintained and monitored in an efficient, cost effective manner by: supervising program personnel; annually assessing relevance of current programs to community needs; achieving and maintaining appropriate accreditation and/or licenses for programs.
- Ensure that MCHC services are consistent with its mission, vision, and strategic plan to ensure that programming is relevant to existing and emerging client and community needs.
- With the Board Strategic Planning Committee, develop and assist with the planning, execution and evaluation of a fund raising program. Establish and maintain a rapport with corporate sponsors, major contributors, directors, volunteers, civic organizations, and other parties in which the Center does business.
- Recommend a staffing pattern to ensure efficient management and operation of all programs and activities.
- Serve as the primary staff resource for MCHC Board of Directors to ensure effective use of and communication with trustees.
- Ensure that MCHC activities are operated in a cost-effective, efficient manner to ensure ongoing financial stability
- Call and preside at regular meetings with staff to ensure adequate communication between staff, to give the opportunity to share ideas and concerns, to coordinate efforts, and to ensure appropriate standardization of policies and procedures.

- Recommend and communicate necessary policies and procedures to ensure adherence to management, program service, fiscal and accounting standards, and standards of good personnel procedures.
- Develop, coordinate, and maintain effective relationships between MCHC and other groups (such as State legislature, public and private health, welfare and service agencies, media, etc..) to create public and professional understanding and support of the organization's objectives and activities.

2000-Present: Director of Operations- Manchester Community Health Center, Manchester, NH. In collaboration with other Senior Management staff, the DOO assumes responsibility for the day-to-day management of operations of the health center:

- Responsible for multiple departments, including Ancillary Staff, Nursing, Medical Assistants, Medical Records, Volunteers, Interpreters, and Business Office Staff.
- Collaborate with other senior management team members in overseeing health center operations, policy and program development, staff supervision, and overall program management of the organization.
- Maintaining continuity and quality of care for clients, including oversight of Patient Satisfaction programs, and co-responsibility for implementation of Quality Improvement Initiatives. Responsible for Patient Centered Medical Home and Meaningful Use activities.
- Primary responsibility for data analysis related to quality of care initiatives
- Key role in the development of center-wide goals and representing the Health Center in various community settings.
- Project Manager for the EMR (Electronic Medical Record) called Centricity (EMR & PM) including initial setup and implementation, ongoing support and development
- Participate in Board of Directors meetings, and several board and staff committees, including Safety, Personnel, Ethics, Strategic Planning, QI, Corporate Compliance, Medical Advisory Committee
- Direct staff and management team supervision, grant writing, project management, regulatory compliance, community collaborations, cultural competency, budget development, and other operational activities.
- Facilitation of employee satisfaction survey development, administration and response
- Oversight and development of ancillary services including interpretation, transportation, nutrition, dental collaboration grants and behavioral health.
- Special initiatives including Medical Home certification, Meaningful Use planning, Joint Commission accreditation, and similar ventures

1997-2000: Family Services Manager- Manchester Community Health Center, Manchester, NH. Responsible for the management of the behavioral health services, care management, nutrition, interpretation, and coordination of ancillary services programming.

1996-1997: Crisis Outreach Counselor- Manchester Community Health Center, Manchester, NH. Provided crisis intervention to patients identified by provider staff as high risk. Complete psycho-social intakes on new patients. Performed outreach services to patients who have fallen out of care. Coordinated care with medical team and behavioral health staff.

1995-1996: Clinician I- Habit Management Institute, Lawrence, MA.

- Substance Abuse individual counseling
- Methadone treatment planning
- Substance abuse education
- Facilitation of support groups
- Admission/discharge planning, and community networking.

1993-1995: **Case Manager/Volunteer Coordinator, Fundraising Coordinator-** River Valley AIDS Project, Springfield, MA.

- Volunteer Program Coordinator responsibilities included developing and maintaining a volunteer program for the agency, networking, training, design and implementation, volunteer support, and monthly billing/statistics.
- Development Coordinator responsibilities included creating a fundraising donor base, initiating the development of new fundraising events, facilitating relationships with corporate sponsors, maintaining quarterly newsletters, and facilitating the following committees: Anthology Committee, Dinner for Friends Committee, Gay Men's Focus Group, Fundraising Committee, and the Children Orphaned by AIDS Committee.
- During first year of employment functioned as a Case Manager, with responsibilities including referrals, trainings, translation, support groups, counseling, advocacy, and monthly billing. Created the first public Resource Library for HIV/AIDS in Western MA, developed a donation program, and developed a Speaker's Bureau program, as well as supervised interns and trained new staff.

1990-1993: **Rape Crisis Counselor, Children's Advocate/Counselor-** YWCA, Springfield, MA.

- Rape Crisis Counselor: responsible for essentially all aspects of programming including statistics for grant reporting, billing records, case records, and individual, couples and family counseling services. Also responsible for legal and medical advocacy, educational trainings, and hotline/on-call responsibilities. Facilitated four support groups for adults, teens, Spanish speaking women, and teenagers who had perpetrated their sexual abuse.
- Children's Advocate: responsible for individual counseling, a children's support group, and working with the referral needs of the children in the battered women's shelter. As a member of the Counseling team: answered hotline calls, provided individual counseling, kept case files, ran in-house support groups, and provided traditional case management.



Spanish (Verbal and Written)



- ↓ Board of Directors, NH Minority Health Coalition 1999-2002
- ↓ Medical Interpretation Advisory Board 2002-2008
- ↓ Chair, Data Subcommittee: NH Health & Equity Partnership
- ↓ Diversity Task Force, State of NH DHHS 2002-Present
- ↓ Healthcare for the Homeless Advisory Board 2004-Present
- ↓ Volunteer: B.R.I.N.G. ITI Program
- ↓ Business Partnership Committee: Project Search
- ↓ Adult Literacy Volunteer: 2009-2010
- ↓ Advisory Board: Nursing Diversity Pipeline
- ↓ Advisory Committee: HPOP (Health Professionals Opportunities Project)



I enjoy tennis, hiking, reading, gardening, travel and family activities.



1. Claudia Cunningham, RN, MBA (Previous Supervisor at MCHC) 603-942-7025
2. Gavin Muir, MD, Quality Director of MCHC (Colleague) 603-935-5223
3. Greg White, CFO at Lowell Family Health Center (Colleague) 603-673-8873
4. Tina Kenyon, RN, MSW at Dartmouth Family Practice Residency (Colleague in Community) 603-568-3417

Elizabeth (Betsy) Burtis

~~121000 Road, Dept. 111, 03028 • Tel: 603.742.1100 • Fax: 603.742.0462 • Elizabeth.Burtis@redcross.org~~

PROVEN LEADERSHIP

Results-oriented leader with an established record of building and nurturing strong teams and cross-disciplinary relationships. Creative and innovative thinker adept at managing projects from initiation to completion. Highly skilled in the design and implementation of new systems and processes, and managing change efforts to promote organizational effectiveness and efficiency. Resourceful and persuasive self-starter with unquestioned integrity, enthusiasm, excellent judgment and the conviction to act decisively.

AREAS OF EXCELLENCE

Quality & Performance Improvement . . . Workforce Development . . . Planning & Project Management . . . Customer Service
Collaborative & Strengths-Based Supervision . . . Written & Oral Communication Skills . . . Facilitation, Teaching and Training

PROFESSIONAL EXPERIENCE

AMERICAN RED CROSS, Concord, New Hampshire

Program Manager, Nurse Assistant Training – May 2017 – Current

Direct a team of twenty clinical instructors and administrative staff in the provision of high-quality nurse assistant education throughout the states of New Hampshire and Vermont. Market program and establish collaborations with employers and workforce development groups to meet the critical shortage of nursing assistants in the area.

Key Contributions:

- Secured five new contracts and partnerships with hospitals, long-term care facilities and high schools.
- Initiated organization-wide process improvement team for customer tracking procedures in Salesforce.
- Scored 95% manager effectiveness in employee engagement survey, exceeding organizational benchmark by seven points.
- Executed the successful recertification process with state boards of nursing and departments of education.
- Completed People Management Development Program (leadership development) curriculum.

MANCHESTER COMMUNITY COLLEGE, Manchester, New Hampshire

Adjunct Faculty – March 2016 – Current

Teaching classroom-based, online and hybrid first year seminar course to new students. Developed course content and activities to support first-year student success and retention. Competency in building and maintaining coursework in Blackboard and Canvas online learning software.

ASCENTRIA CARE ALLIANCE, Concord, New Hampshire

Organizational Learning & Development Manager - December 2015 – May 2017

Generated new program for staff and organizational development for a 1300+ employee, multi-state nonprofit human services agency.

Key Contributions:

- Developed first organizational training plan to meet accreditation criteria for Council on Accreditation.
- Collaborated with senior leadership to design the first employee engagement survey and developed action plan for follow up on results.
- Created annual mandatory education process to address safety and compliance training gaps and meet accreditation standards.
- Adopted and implemented an e-learning system for all employees.
- Designed and delivered leadership training sessions.

Program Manager, Health Profession Opportunity Project - 2011 to 2015

Built new federally-funded healthcare workforce development program from the ground up. Led team of ten professionals in identifying, motivating, training and placing low-income, motivated individuals into health careers.

Key Contributions:

- Managed five-year \$1.9 million federally funded grant and came in under budget each year.
- Directed employment program producing 88% job placement rate.
- Collaborated with State and Federal entities in administration of the federal grant: NH Office of Health Equity, US Department of Labor, NH Workforce Investment Board.
- Analyzed labor market information and trends to guide students in career choices and fill community healthcare employer needs.
- Identified marketing and recruitment opportunities and performed outreach to potential students and employers.

TRAINING CONSULTANT, Self-Employed, Derry, New Hampshire

Independent Consultant - 2009 to 2011

Partnered with organizations and workplaces to impact positive change.

- New Hampshire Technical Institute, Concord, NH - delivered job search strategies and customer service workshops.
- New Hampshire Humanities Council, Concord, NH ~ facilitated ongoing community conversations about New Hampshire and immigration utilizing the Civic Reflections model of literature based civic dialogues.
- Tufts Medical Center Residency Program, Boston, MA – led cultural effectiveness workshops for new resident orientation.
- Caritas Norwood Hospital, Norwood, MA – consulted with Quality Management to design programming aimed at improving interdisciplinary teamwork and communication.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, Nashua, New Hampshire

Manager, Training and Development, 2002-2009

Designed and delivered comprehensive training and development programs across a 2000+ employee health system. Served as instructional designer, consultant, coach, and facilitator to senior leadership, departments, teams, and committees on topics such as leadership impact, conflict resolution, alignment with strategic organizational goals, effective communication and process improvement. Guided the organizational Cultural Effectiveness, Domestic Violence and Service Recovery Teams.

Key Contributions:

- Increased employee participation at in-house training programs by 30% annually.
- Improved training results and accountability by implementing post-training action plan and follow-up process.
- Implemented and managed annual safety education program resulting in 100% employee participation, exceeding the Joint Commission's requirements for compliance.
- Devised and delivered Process Improvement Studio Course, a hands-on series in which employees applied tools and techniques such as flowcharting, data collection and analysis, lean processes, and root cause analyses to processes in their own departments.
- Created and managed annual Quality Fair to celebrate and inspire broader interest in process improvement. Entries required to show results impacting organizational core values. Approximately 20 entries and 400 visitors each year.

Associate Director, Foundation Medical Partners, 2001-2002

Managed four family practice sites, analyzed and supervised operations of Institute for Health and Wellness (an integrated holistic health center), developed leadership development programs, recruited physicians, and served as project manager for electronic medical record selection process.

Practice Manager, Foundation Medical Partners, 2000-2001

Managed operations for three behavioral health practices. Selected, hired, and led 25 clinical and administrative staff. Developed and administered budgets. Planned and executed merger of two practices, which reduced overhead expenses and allowed the operation to provide a wider range of clinical services.

CENTER FOR LIFE MANAGEMENT, Derry, New Hampshire

Director, Adult Outpatient Program, 1997-2000

Promoted to this position to oversee operations for community behavioral health center serving adults and children. Selected, hired, and led a team of 15 clinical and administrative staff in three sites.

Site Administrator, 1995-1997 & Office Manager, 1994-1995

Directed administrative functions and managed facilities for two outpatient clinics; managed seven administrative staff. Enhanced patient co-pay collections, initiated patient intake and insurance verification process.

EARLY CAREER, CURRY COLLEGE

Higher education administrator managing student-housing program in progressive roles. Supervised professional and student staff, led judicial affairs program, taught first year seminar. Handpicked by senior leadership to head a student retention project.

EDUCATION

LINKAGE INCORPORATED, DEPAUL UNIVERSITY | *Certificate in Organizational Development*

THE UNIVERSITY OF VERMONT | *Master of Education, Higher Education Administration*

BOSTON UNIVERSITY | *Bachelor of Arts, History*

SELECTED TRAINING & CERTIFICATIONS

CORPORATION FOR POSITIVE CHANGE | *Foundations of Appreciative Inquiry (4 days)*

INTERACTION INSTITUTE FOR SOCIAL CHANGE | *The Masterful Trainer (2 days), Essential Facilitation (3 days), Facilitative Leadership (2 days)*

AHA! PROCESS, INC. | *Bridges Out of Poverty (2 days)*

David P. Wagner, MURP, MHCM, CMPE

Manuscript to be published in
the Journal of Health Care Compliance
http://www.ahca.com/healthcarecompliance

Operations and Compliance Executive.

Over 10 years guiding successful financial and operational compliance in healthcare facilities

Proven and repeated success guiding finance, compliance and reporting operations for healthcare organizations with emphasis on Federally Qualified Health Centers (FQHCs). Expert at financial management, guiding billing and reimbursement strategies to optimize revenue. Extensive knowledge of healthcare regulatory requirements, including detailed knowledge of the HRSA 330 program, guiding policy and program implementations to develop facility adherence.

Highlights of Expertise

- Interim CFO / CFO Coaching
- Operational Dashboards
- Compliance Auditing
- Staff Training Programs
- Build / Rebuild Financial Operations
- Budgeting / Budget Administration
- Regulatory Reporting
- Process Improvement
- Risk Identification / Avoidance
- Data Management / Analysis

Career Experience

FQHC Consultants, Inc., Miami, Florida

Consult with recipients of HRSA 330 programs to ensure grant compliance and provide technical assistance optimizing program success.

DIRECTOR / FISCAL, COMPLIANCE, AND OPERATIONAL CONSULTANT (1986 to Present)

Assist Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs) maintain quality, financial, and governance compliance with HRSA 330 program guidelines. Perform operational site visits to evaluate facility compliance with program terms.

- Acted as Interim CFO / CFO coach for organizations growing into needing a full-time CFO, those who recently lost a CFO and needing a bridge until a permanent placement is hired, and those with controllers growing into the CFO role.
- Helped grantees meet quality measures through performance of Quality Improvement Plan Do Study Act cycles including data review, systems and chart audits, and quality reporting.
- Maintained organizational compliance with regulatory requirements encompassing fraud, waste, and abuse, physician self-referral, anti-kickback, HIPAA, and Medicare and Medical billing compliance.
- Boosted financial performance through analysis and reporting of financial data and design, implementation, and review of systems for financial monitoring including billing, collections, payroll, and accounts payable.
- Built operational dashboards to communicate financial and operational metrics with variance analysis against budgetary and operational goals to ensure easy communication with board, leadership, and staff.
- Collaborated with clients to develop and submit all required reporting, documentation, and applications to adhere with HRSA 330 requirements.

Genuine Health Group, Miami, Florida

Guided strategic direction and policy development to support organizational compliance with healthcare regulatory requirements including those for the Medicare Shared Savings Program (MSSP) ACO while aligning operational activities with organizational goals.

continued...

CHIEF COMPLIANCE OFFICER (2017 to 2019)

Led implementation and design of quality reporting infrastructure and compliance programs including staff training. Assisted Medical Director in providing strategic direction to compliance and quality measures in alignment with organizational goals.

- Promoted quality through continuous provider training on efficient use of quality reporting dashboards for on-going quality management.
- Ensured accurate quality submissions and CMS quality validation study defense while building department from the ground-up.
- Met continued compliance goals through education of staff members including training the data collection team on reporting measures, data collection, and process level quality measures validation and reporting.
- Drew beneficiaries into the system providing growth through strategic partnerships with participants and liaising with provider groups.
- Improved data analysis and quality reporting through implementation of Arcadia Analytics system.

Baroma Health Partners, Miami, Florida

Handled management of all operations through strategic policy and program development to ensure financial success, regulatory compliance, and business growth.

DIRECTOR OF QUALITY AND CHIEF COMPLIANCE OFFICER (2014 to 2016)

Audited operations to ensure efficient operations providing top-level patient care while growing revenue. Managed financial performance developing routine reporting to monitor success and identify areas of improvement.

- Guided successful compliance through design, implementation, and management of strategic program including auditing, training, and reporting on all quality and regulatory requirements according to MSSP program guidelines.
- Crafted programs and strategic dashboards to improve quality and decrease costs throughout the ACO in collaboration with care coordinator.
- Wrote and gained approval for application for Next Generation ACO model with the CMS Innovation Center.
- Implemented Health Endeavors program to promote care management and quality reporting.
- Led top-down compliance through design of training for Board of Directors including development of a dashboard for quality tracking, reporting, and improvement tracking.

Banyan Community Health Center, Miami, Florida

Drove operational efficiency through staff education and implementation of multiple systems overseeing quality, reporting, and compliance.

INTERIM CHIEF OPERATING OFFICER (2012 to 2013)

Developed programs, policies, and procedures to guide operational functions for efficiency and quality while optimizing organizational performance. Managed all implementations and projects to improve operations and provide strategic business growth.

- Guided contracting with Medicare and Medicaid managed care plans including design and implementation of credential tracking system.
- Developed top-level teams through design and implementation of physician training encompassing coding, billing, systems, and overall operations.

continued...

- Maintained regulatory compliance through managing reporting to HRSA including NCC update reports, UDS reports, and FFR.
- Led 330 Grant compliance through writing and editing of policy and procedure manuals and prepared site for first HRSA visit.
- Grew patient census through crafting and implementing community outreach including promotion to the local community and developing health screening protocols for local events.
- Maximized reimbursement through tailoring of the billing system, implementation of a peer review system, and establishment of the Billing and Reimbursement Compliance Program.

Additional Experience

Vice President of Operations (2011 to 2012) ▪ Daughters of Charity Services of New Orleans, New Orleans, Louisiana
Clinic Operations Manager – Ochsner Baptist (2010 to 2011) ▪ Ochsner Health System, New Orleans, Louisiana
Director of Operations, Multispecialty Group Practice (2008 to 2010) ▪ Crescent City Physicians, Inc., New Orleans, Louisiana

Education & Credentials

Executive Master of Healthcare Management

*University of New Orleans, New Orleans, Louisiana
Summa cum Laude*

Master of Urban and Regional Planning, Real Estate Development and Finance Concentration

*University of New Orleans, New Orleans, Louisiana
Summa cum Laude*

Bachelor of Business Administration, International Business and Finance

Loyola University, New Orleans, Louisiana

Certifications and Licenses

- LEAN/Six Sigma Green Belt (In Certification for Black Belt Status)
- Certified Medical Practice Executive – American College of Medical Practice Executives

Affiliations

- Medical Group Management Association (MGMA) – Member
- New Orleans MGMA Chapter – Vice President, 2011-2012
- South Florida MGMA – Secretary, 2012-2014
- The Honor Society of Phi Kappa Phi – Member
- Sigma Iota Epsilon, The National Honorary and Professional Management Fraternity – Member
- The International Honor Society, Beta Gamma Sigma – Member
- American College of Healthcare Executives – Former Member
- Professional Association of Health Care Office Management Association – Former Member

Military Service

- U.S. Airforce Reserve – Production Control / Civil Engineering Assistant

J. GAVIN MUIR

~~46 Farr Farm Road
Bachelor, NH 03224
603-888-1544
jmuirs@comcast.net~~

EDUCATION

PRINCETON UNIVERSITY, Princeton, NJ
M.S. in Ecology and Evolutionary Biology, 1991
Senior Thesis: "The Mating and Grazing Habits of Feral Horses on Shackleford Banks"

TEMPLE UNIVERSITY SCHOOL OF MEDICINE, Philadelphia, PA
M.D. 1995

SOUTHERN COLORADO FAMILY MEDICINE RESIDENCY,
Pueblo, CO, July 1995- June 1998

EXPERIENCE

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Family Practice Physician, March 2011- current

Medical Director, September 2000 - March 2011

Family Practice Physician, August 1998 – September 2000

ELLIOT HOSPITAL, Manchester, NH
Medical Director of Peer Review, 2008 - present

ELLIOT HOSPITAL, Manchester, NH
Chair, Department of Medicine, 2006 - 2008

LICENSURE & CERTIFICATION

New Hampshire State Medical License 6/30/2012
DEA Certification 1/31/2012
ABFM Board Certified 12/31/2015
NALS/PALS/ALSO certified
Active Staff, Elliot Hospital, Manchester, NH

MEMBERSHIPS

The American Academy of Family Physicians
American Medical Association
New Hampshire Medical Society

AWARDS

New Hampshire Union Leader *Forty Under 40*, 2006
New Hampshire Academy of Family Physicians' Physician of the Year, 2013

J. GAVIN MUIR

48 Barr Farm Road
Bedford, NH 03110
(603) 488-5454
nhmuiers@comcast.net

EDUCATION

PRINCETON UNIVERSITY, Princeton, NJ
M.S. in Ecology and Evolutionary Biology, 1991
Senior Thesis: "The Mating and Grazing Habits of Feral Horses on Shackleford Banks"

TEMPLE UNIVERSITY SCHOOL OF MEDICINE, Philadelphia, PA
M.D. 1995

SOUTHERN COLORADO FAMILY MEDICINE RESIDENCY,
Pueblo, CO, July 1995- June 1998

EXPERIENCE

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Family Practice Physician, March 2011- current

Medical Director, September 2000 - March 2011

Family Practice Physician, August 1998 - September 2000

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Medical Director of Peer Review, 2008 - present

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Chair, Department of Medicine, 2006 - 2008

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New Hampshire State Medical License 6/30/2012
DEA Certification 1/31/2012
ABFM Board Certified 12/31/2015
NALS/PALS/ALSO certified
Active Staff, Elliot Hospital, Manchester, NH

MEMBERSHIPS

The American Academy of Family Physicians
American Medical Association
New Hampshire Medical Society

AWARDS

New Hampshire Union Leader *Forty Under 40*, 2006
New Hampshire Academy of Family Physicians' Physician of the Year, 2013

Janet J. Langlois

~~50 Main St., Palmyra, NH 03276
703-888-1111 ext. 3333
800-833-3333~~

A financial leader experienced in both for-profit and non-profit healthcare and human service sectors, with a focus on start-ups, organizational turnarounds and strategic growth opportunities. Executive skill set includes mergers, acquisitions and organic development and expansion on a local and national level, while building operational infrastructures to support business needs and customer service at all levels.

EMPLOYMENT:

2001-Present

**Chief Financial Officer/Treasurer
Spectrum Health Systems, Inc., Worcester, MA
(Other positions-VP Finance, Controller)**

- Organizational growth of 188% in annual revenues (\$28.3 m to \$81.5 m) and 300% growth in equity, with profitable operations in Massachusetts, Rhode Island, Georgia, Tennessee, Virginia and Washington
- Successful operational turnaround of organization with <5 days of cash to 120+ days of cash on hand through significant collections of Accounts Receivable, implementation of expense controls, redirection of organizational strategy around contract reimbursement models, and establishment of systems and processes to significantly decrease 3rd party insurance bad debt from 5+% annually to <1%.
- Ground-up development and direction and oversight of accounting systems, payroll, accounts receivables, telecommunications, technology, IT infrastructure and support, and all agency credentialing and 3rd party contracting
- Converted legacy payroll system to a cloud-based HRIS/Payroll system providing enhanced employee access, improved reporting and creating departmental efficiencies
- Responsible for final selection and negotiation of Electronic Health Record with patient management and billing system, as well as system-wide implementation
- Development and oversight of annual capital and operating budgets organization wide, strategic planning for short and long term needs, and pro-forma budget development and pricing models for growth and expansion opportunities
- Monthly and annual financial statements, reporting for senior management and presentation to the Board of Trustees, as well as all annual audits, tax and benefit plan returns, various state filings, and other agencies as necessary
- Responsibility for all banking, debt, insurance and contracting relationships with 3rd parties and state agencies, property and capital leases, reviewing all vendor contracts
- Recently secured \$8.5m tax exempt bond financing for new inpatient residential services construction project
- Transitioned organization professional liability policies into a captive insurance plan (TCA), generating premium savings of nearly 60%, and maintain a seat on the TCA finance committee
- Transitioned workers compensation policy into a high deductible plan, saving the organization over \$100k annually

- Effective @ Project
closure

1994-2001

Controller

HealthSouth Corporation, Lowell, Worcester, & Ludlow, MA

- Responsibilities included 3 separate facilities totaling \$46m annual revenue (2 wholly owned and 1 partnership)
- Responsible for working with the state of Massachusetts and company attorneys to recoup a \$2 million loss of a defunct operation, which significantly increased cash flow to the partnership.
- Transitioned two management agreements into wholly owned operations for both financial and billing purposes
- Developed pro-forma statements, securing agreements for other management contracts.
- Prepared monthly financial statements
- Annual preparation of operating and capital budgets with monthly variance reporting
- External audits
- Cost report preparations for third party payors (Medicare and Medicaid)
- Review of contract proposals to maximize cost savings or reimbursement benefits
- Oversight of Billing, Accounts Payable and Payroll

Other positions held:

1997-1998 CFO, Symmes Hospital & Medical Center - responsibilities included finance, patient accounts, materials management, IT and medical records

1982-1994

Saints Memorial Medical Center, Lowell, MA

1990 - 1994 Budget/Reimbursement Manager

Major Responsibilities included:

- Successful merger of the financial operations and computer systems of two hospitals, St. Joseph's and St. John's, to become Saints Memorial Medical Center
- Annual Filings of third party cost reports and associated audits
- Maintain third party liability calculations

1989 - 1990 Budget Manager, St. Joseph's Hospital, Lowell, MA

Responsibilities included:

- Annual preparation of operating and capital budgets with monthly variance reporting
- Working with department heads to identify areas of cost savings and revenue enhancement
- Maintenance of Property, Plant & Equipment schedules
- Maintained financials and billings for 2 subsidiary companies

Other positions held:

- 1987 thru 1989 Senior Staff Accountant
- 1982 thru 1985 Patient Account Representative

1985-1987

Bookkeeper, Lowell Co-Operative Bank, Lowell, MA

Responsibilities included:

- Daily posting of general ledger activity
- Monthly financial statement preparation
- Assist with annual audit and regulatory compliance reporting

EDUCATION:

2001

Bachelors of Science in Management, University of Massachusetts, Lowell, MA

1995

Associates Degree in Accounting, University of Massachusetts, Lowell, MA

AMOSKEAG HEALTH

Key Personnel

Medication Assisted Treatment Services Infrastructure Expansion

July 1, 2019 - June 30, 2020

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kris McCracken	Chief Executive Officer	\$199,992.00	0%	\$0.00
Gavin Muir, MD	Chief Medical Officer	\$289,369.60	0%	\$0.00
Janet Langlois	Chief Financial Officer	\$148,179.20	0%	\$0.00
David Wagner	Chief Operating Officer	\$150,009.60	0%	\$0.00
Betsy Burtis	Chief Officer for Integrated Health	\$114,982.40	0%	\$0.00



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

14
mac

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

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

September 5, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Abuse, to enter into a sole source amendment with the vendors listed in the table below, to expand the program infrastructure necessary to provide Medication Assisted Treatment services to individuals with opioid use disorders by increasing the price limitation by \$224,750 from \$2,250,000 to \$2,474,750, with no change in the completion date of June 30, 2020, to be effective upon Governor and the Executive Council approval. The original agreement was approved by the Governor and Executive Council on August 2, 2017 (Item 10A). 100% Federal Funds

Vendor	Vendor Number	Location	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
Harbor Homes Inc.	155358-B001	77 Northeastern Blvd. Nashua, NH 03062	\$1,350,000	\$112,375	\$1,462,375
Manchester Community Health Center	157274-B001	145 Hollis Street Manchester, NH 03101	\$900,000	\$112,375	\$1,012,375
Total			\$2,250,000	\$224,750	\$2,474,750

Funds are available in the following account for State Fiscal Years 2018 and 2019 and is anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds, in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council approval, if needed and justified.

05-95-92-92051010-69350000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION FOR BEHAVIORAL HEALTH: BUREAU OF DRUG AND ALCOHOL: MAT GRANT

State Fiscal Year	Class/Account	Class Title	Current Budget	Increase (Decrease) Amount	Modified Amount
2018	102-500734	Contracts for Prog Svc	\$750,000	\$0.00	\$750,000
2019	102-500734	Contracts for Prog Svc	\$750,000	\$0.00	\$750,000
2020	102-500734	Contracts for Prog Svc	\$750,000	\$224,750	\$974,750
Totals:			\$2,250,000	\$224,750	\$2,474,750

EXPLANATION

The purpose of this amendment is to provide additional funding in order to allow both Harbor Homes and Manchester Community Health Center to expand services by hiring one (1) additional staff person per location to assist persons with Opioid Use Disorder (OUD).

This request is sole source because the funds are only allowed to supplement projects already funded under the original funding source. Additional staff will allow both locations to further expand services offered to clients in emergency departments, hospitals and Safe Stations. The goal of the project is to link people to ongoing treatment services, including Medication Assisted Treatment (MAT), and provide care coordination at the respective health centers. The goal in providing this linkage in services is; to increase the t of the number of persons with OUD in treatment sevicees, assist individuals to retain treatment services, and for recipients to achieve long term recovery.

These contractors are currently funded to provide MAT in the areas of the state that have the highest opioid related overdose deaths. Providing this medical treatment will reduce the incidence of untreated and under-treated OUD. Patients also receive primary care and counseling in the agencies in accordance with MAT best practices. These supplemental funds will allow both agencies to expand outreach to individuals with OUD who are seeking care in emergency departments, receiving in-patient care for OUD related health conditions, or seeking treatment through Safe Stations. These vendors will enter into formal agreements with hospitals to develop MAT service referral systems in order to develop a workflow that embeds the care coordinator in discharge planning to create a seamless transition for appropriate and eligible patients to receive MAT and primary care.

The contractors will retain 55% of care coordination clients in MAT for at least 6 months, of those retained, 44% will have reduced opioid use at 6 month follow-up, 100% of patients eligible for care coordination will receive a minimum of one outreach encounter within 7 days of a missed appointment.

Should the Governor and Executive Council not approve this request, these high risk, high need individuals may lose the opportunity to receive critical, evidence-based treatment and recovery services for opioid addiction. The loss in services may put them at a greater risk of harm as well as diminish their ability to be productive family and community members. The State also would not be able to leverage federal funds to address this critical need.

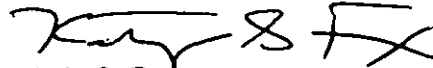
Area Served: Communities of Manchester and Nashua

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Medication-assisted Treatment, MAT, Grant. Catalog of Federal Domestic Assistance (CFD) #93.243, Federal Assistance Identification Number FAIN# TI026741.

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

In the event that Federal funds become no longer available, General funds will not be requested to support these agreements.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion Contract**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Medication Assisted Treatment Services Infrastructure Expansion Contract**

This 1st Amendment to the Medication Assisted Treatment Services Infrastructure Expansion contract (hereinafter referred to as "Amendment #1") dated this 9th day of July, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Community Health Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 145 Hollis Street Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 2, 2017, (Item #10A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the price limitation and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to, increase the price limitation, adding additional staff in order to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,012,375.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
4. Exhibit A, Provisions Applicable to All Services, Section 1.3 to read:
 - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
5. Exhibit A, Statement of Work, Section 2.24 through 2.28 to read:
 - 2.24 The Contractor shall expand integrated MAT service delivery in Nashua/Manchester through June 30, 2020.
 - 2.25 The Contractor shall develop a formalized agreement between the FQHC and at least one local hospital to facilitate direct referrals to on-going treatment and recovery supports provided by the FQHC or other agencies.
 - 2.26 The Contractor shall facilitate care coordination and referral agreements between Nashua/Manchester Safe Stations to ongoing treatment and recovery supports provided by the FQHC or other agencies



**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion Contract**

- 2.27 The Contractor shall ensure all patients who are eligible for supplemental care coordination who enroll in treatment but do not attend a subsequent appointment receive a minimum of one (1) outreach encounter within seven (7) calendar days of the missed appointment.
- 2.28 The Contractor shall develop sustainable, adequate reimbursement mechanisms for patient-centered, effective, integrated MAT service delivery.
- 6. Add Exhibit B-4, Amendment #1 SFY 2019 Supplemental Budget Sheet.
- 7. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion Contract**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/10/18
Date

[Signature]
Katja S. Fox:
Director:

Manchester Community Health Center

9/4/18
Date

[Signature]
Name: Kris McCracken
Title: President/CEO

Acknowledgement of Contractor's signature:

State of NH, County of Hillsboro on 9/4/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

MYRON KURTIAK
Name and Title of Notary or Justice of the Peace

MYRON J. KURTIAK, Notary Public
State of New Hampshire
My Commission Expires January 18, 2022

My Commission Expires: 1/18/22

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion Contract**



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

OFFICE OF THE ATTORNEY GENERAL

9/18/18
Date

[Signature]
Name: Megan A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

Bidder/Program Name: Manchester Community Health Center

Budget Request for: MAT PDCA Supplemental Funds

Budget Period: 7/1/18 - 6/30/19

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 82,971.80	\$ 8,297.18	\$ 91,268.98	\$ 863.38	\$ -	\$ 863.38	\$ 82,358.42	\$ 8,297.18	\$ 90,655.60
2. Employee Benefits	\$ 18,584.38	\$ 1,858.44	\$ 20,442.82	\$ -	\$ -	\$ -	\$ 18,584.38	\$ 1,858.44	\$ 20,442.82
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ 80.00	\$ 880.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 80.00	\$ 880.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,836.00	\$ 183.60	\$ 2,019.60	\$ -	\$ -	\$ -	\$ 1,836.00	\$ 183.60	\$ 2,019.60
10. Mail/Leasing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Board Education and Training	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 102,762.16	\$ 10,276.22	\$ 113,038.38	\$ 863.38	\$ -	\$ 863.38	\$ 102,698.78	\$ 10,276.22	\$ 112,975.00

Indirect As A Percent of Direct 10.0%

Vendor Initials *JDL*
 Date *9/4/18*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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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
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Abuse, to enter into sole source agreements with the Vendors listed in the table below, to expand the program infrastructure necessary to provide Medication Assisted Treatment services to individuals with opioid use disorders, in an amount not to exceed \$2,250,000 effective upon Governor and Executive Council approval, through June 30, 2020. 100% Federal Funds.

Summary of Contracts

Vendor Name	Vendor Location	Amount of Contract
Manchester Community Health Center	Manchester, NH	\$900,000
Harbor Homes	Nashua, NH	\$1,350,000
Grand Total		\$2,250,000

Funding to support this request is available in State Fiscal Years 2018 and 2019 and is anticipated to be available in State Fiscal Year 2020, subject to the availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the budgets and to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-92-92051010-69350000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION FOR BEHAVIORAL HEALTH: BUREAU OF DRUG AND ALCOHOL: MAT GRANT

STATE FISCAL YEAR	CLASS	CLASS TITLE	JOB NUMBER	AMOUNT
SFY 2018	102-500734	Contracts for Program Services	92056935	\$750,000
SFY 2019	102-500734	Contracts for Program Services	92056935	\$750,000
SFY 2020	102-500734	Contracts for Program Services	92056935	\$750,000
			Grand Total	\$2,250,000

EXPLANATION

This request is sole source due to the application process for a federal grant with the Substance Abuse and Mental Health Services Administration, which required the state to identify and secure agreements with these two qualified providers and to submit letters of commitment to this project in advance of the grant being awarded to the Department, subject to Governor and Executive Council approval.

Approval of these contracts will allow these agencies to build the program infrastructure necessary to provide Medication Assisted Treatment services to approximately 950 residents with opioid use disorders within three years, in the high need communities of Nashua and Manchester. Medication Assisted Treatment utilizes medications in combination with behavioral health counseling and care management services that have been demonstrated to be effective in addressing opioid use disorders, including improved engagement in treatment and a reduction in the use of opioids. The federal grant funds will be used to hire and train qualified staff; develop policies, procedures and workflow to deliver services; adapt electronic health records IT systems, provide outreach to underserved individuals with opioid use disorders in the community; and evaluate the quality of the Medication Assisted Treatment services. Contractors are required to partner with local specialty substance use disorder and recovery support services agencies to facilitate their accessing any needed services not provided by their organization. In addition to providing Medication Assisted Treatment services the two contractors, Manchester Community Health Center and Harbor Homes, will provide services to meet their patients' overall healthcare needs, including any co-occurring mental health disorders and or medical conditions, and will likewise refer patients to services not provided by their agency or that are beyond the scope of work for these contracts.

The purpose for these federal funds is to reduce the incidence of untreated and under-treated opioid use disorders by increasing the number of New Hampshire residents receiving integrated Medication Assisted Treatment services, co-occurring disorder and medical primary care services in Nashua and Manchester. The Contract requires both Vendors to serve approximate 950 patients by June, 2020. Additionally, the performance measures in the Contract require the Vendors to retain 55% of patients in integrated Medication Assisted Treatment services for at least six months and to have least 45% of participating patients demonstrating a reduction in opioid use at six month follow-up.

Additionally, the attached Contract includes language that reserves the right to renew the contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

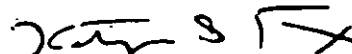
Should the Governor and Executive Council not approve this request, these high risk, high need individuals will lose this opportunity to receive critical, evidence-based treatment and recovery services, putting them at greater risk of overdose which may result in death and diminishing their ability to be productive family and community members. The State also would not be able to leverage federal funds to address this critical need.

Area Served: Communities of Manchester and Nashua

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Medication-assisted Treatment, MAT, Grant. Catalog of Federal Domestic Assistance (CFD) #93.243, Federal Assistance Identification Number # FAINTI026741

In the event that Federal funds become no longer available, general funds will not be requested to support these agreements.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Medication Assisted Treatment Services Infrastructure Expansion (SS-2018-BDAS-02-MATSE-02)


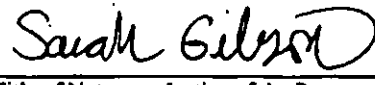
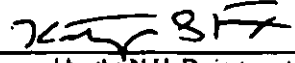

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

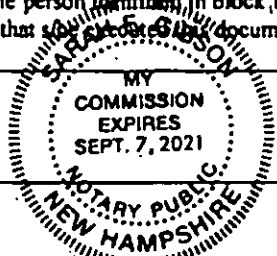
AGREEMENT

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 Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street Manchester NH 03101	
1.5 Contractor Phone Number 603-935-5229	1.6 Account Number 05-095-092-6935-102-500734	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$ 900,000.
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kris McCracken, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>June 29, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that <u>Sarah Gibson</u> 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 Sarah Gibson, Notary Public			
1.14 State Agency Signature  Date: <u>6/30/17</u>		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>Megan A. Yoder - Attorney 7/3/17</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

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 6/25/17

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.



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. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

2. Statement of Work

- 2.1. The Contractor shall expand their currently existing Medication Assisted Treatment (MAT) services through the activities in this Agreement to serve approximately 200 adults with opioid use disorders who are assessed to be clinically appropriate for MAT and who live/work in the Greater Manchester area.
- 2.2. The Contractor shall provide MAT services with fidelity to federal, state, and best practices recommendations as described in the "Guidance Document on Best Practices: Key Components for Delivering Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in NH" available at:
<http://www.dhhs.nh.gov/dcbcs/bdas/documents/matguidancedoc.pdf>
- 2.3. The Contractor shall identify infrastructure needs and conduct activities necessary to increase and enhance capacity to implement MAT services as follows, but not limited to:
 - 2.3.1. Recruit and hire additional staffing.
 - 2.3.2. Make Modifications to the electronic health record (EHR) system.
 - 2.3.3. Provide training for staff in an effort to initiate or expand current office-based opioid treatment (OBOT) programs that deliver medication assisted treatment with approved medications including buprenorphine and naltrexone and to refer patients for treatment with methadone.
- 2.4. The Contractor shall establish a team comprised of current or newly-recruited staff to deliver MAT services, with sufficient staff to provide three core roles:
 - 2.4.1. Medical oversight and prescribing.
 - 2.4.2. Behavioral health counseling.

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6/29/17

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion
Exhibit A**



- 2.4.3. Care coordination, which includes but is not limited to coordinating induction, administering urine screens and monitoring results, ensuring collaboration of providers, and assisting with accessing social services.
- 2.5. The Contractor shall develop collaborative relationships with external partners to provide additional MAT services not available through the Contractor's agency, which shall include, but not be limited to:
 - 2.5.1. MAT services with Methadone.
 - 2.5.2. Intensive levels of Behavioral Health counseling not available at their agency.
 - 2.5.3. Ancillary non-clinical recovery support services that reduce barriers to a client's participation in treatment or recovery, which may include, but not be limited to, peer recovery support services, transportation, child care, and employment services.
- 2.6. The Contractor shall ensure the availability of initial and on-going training and resources to all staff to include buprenorphine waiver training for interested physicians, nurse practitioners, and physician assistants. The Contractor shall develop a plan for Department approval to train and engage appropriate staff.
- 2.7. The Contractor must participate in training and technical assistance activities as directed by the Department, including but not limited to the Community of Practice for MAT, which may include project-specific trainings, quarterly web-based discussions, on-site technical assistance visits and ad hoc communication with expert consultants on MAT clinical care topics such as Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV) prevention, diversion risk mitigation and other relevant issues.
- 2.8. The Contractor shall develop policies and practices consistent with the Guidance Document related to, but not limited to:
 - 2.8.1. Evaluation and medical exam in order to obtain information to verify that patients meet criteria for opioid use disorders and are appropriate for MAT level of care, and determine the appropriate medication.
 - 2.8.2. Induction procedures.
 - 2.8.3. Integration of behavioral health counseling.
 - 2.8.4. Documentation of MAT services.
 - 2.8.5. Billing procedures.
 - 2.8.6. Urine drug testing.
 - 2.8.7. Discharge from MAT services.
- 2.9. The Contractor shall develop a workflow to provide patients with appropriate medical oversight for improved access and retention with MAT services by ensuring the following, which shall include but not be limited to:
 - 2.9.1. Prescribing.
 - 2.9.2. Diversion prevention activities.

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion
Exhibit A**



- 2.9.3. Counseling.
- 2.9.4. Care coordination.
- 2.9.5. Other appropriate ancillary services.
- 2.10. The Contractor shall utilize the Prescription Drug Monitoring Program (PDMP) for each prescription.
- 2.11. The Contractor shall ensure compliance with confidentiality requirements, which shall include, but not be limited to:
 - 2.11.1. Federal and state laws;
 - 2.11.2. HIPAA Privacy Rule; and
 - 2.11.3. 42 C.F.R. Part 2.
- 2.12. The Contractor shall provide timely communication among the patient, prescriber, counselor, care coordinator, and external providers.
- 2.13. The Contractor shall modify their EHR and clinical work flow to ensure required processes and data collection.
- 2.14. The Contractor shall administer the GPRA data collection tool during face-to-face patient interviews at intake, 6 month follow-up and at discharge from MAT services. In order to obtain high collection rates, incentives may be offered to patients for their time in completing the 6 month follow-up and discharge interviews.
- 2.15. The Contractor shall ensure meaningful input of consumers in program assessment, planning, implementation and improvement.
- 2.16. The Contractor shall use data to support quality improvement, using TA as needed.
- 2.17. The Contractor shall maintain the infrastructure necessary to achieve the goals of MAT Expansion, to meet the Substance Abuse and Mental Health Services Administration (SAMHSA) Medication Assisted Treatment Grant requirements and to deliver effective care to patients with an Opioid Use Disorder/Co-Occurring Disorder OUD/COD.
- 2.18. The Contractor shall communicate with the Continuum of Care Facilitator(s) regarding their service's role in the development of a resiliency and recovery oriented system of care (RROSC) in their region(s).
- 2.19. The Contractor shall engage in evaluation activities, as directed by the Department, including data collection and reporting in Section 3.
- 2.20. The Contractor shall develop and implement outreach activities about MAT and wrap around services to persons with Opioid Use Disorders (OUDs), in accordance with a Department approved outreach plan designed to inform the high-risk population and engage them in services. Outreach materials, including but not limited to brochures, posters, and social media, will be developed and disseminated using Technical Assistance as needed. These materials must be culturally appropriate, follow the Departments Culturally and Linguistically Appropriate Standards (CLAS), and be approved by the Department.

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion
Exhibit A**



- 2.21. The Contractor shall develop and implement a process to evaluate and report on patient satisfaction with the MAT services. The Contractor shall submit for Department approval the evaluation process.
- 2.22. The Contractor shall participate in all meetings, trainings and site visits required by SAMHSA and the Department.
- 2.23. The Contractor shall submit for Department approval, within the timeline defined in Section 4.3 a sustainability plan to continue to provide medication assisted treatment services beyond the completion date of the contract.

3. Work Plan

- 3.1. The Contractor shall submit for Department approval within the timeline defined in Section 5.2 a work plan describing the process for ensuring the completion all aspects of the Scope of Services as listed in this Agreement. The Contractor shall include in the work plan:
 - 3.1.1. Activities and plans describing how the Contractor will complete the scope of work.
 - 3.1.2. Target number of patients to be served.
 - 3.1.3. Deliverables
 - 3.1.4. Due Dates
- 3.2. The Contractor shall develop an outreach plan designed to inform persons with OUDs about available MAT and wrap around services and to engage them in these services. This outreach plan shall be submitted with the work plan in Section 3.1.
- 3.3. The Contractor shall participate in project status meetings as scheduled by the Department to discuss progress and changes to the work plan.
- 3.4. The Contractor shall inform the Department within five business days any issues that affect the performance of the contract. The Contractor shall recommend solutions to resolve the issues.

4. Reporting

- 4.1. The Contractor will collect, manage and report data using the web-based tool identified by SAMHSA in accordance with the Government Performance and Results Modernization Act of 2010 (GPRA). GPRA data shall be collected from each patient at 3 points during their treatment, as required by SAMHSA.
- 4.2. In addition to the requirements in Section 3.1, The Contractor shall provide quarterly status reports based on work plan to include, but not be limited to:
 - 4.2.1. Work plan progress against the actual work plan activities in Section 3.1.1 through 3.1.4.
 - 4.2.2. Staff (existing and newly hired) retained to support MAT.
 - 4.2.3. Number of physicians, nurse practitioners, and physician assistants waived to prescribe buprenorphine.
 - 4.2.4. Policies and practices established.

JW
10/29/17

**New Hampshire Department of Health and Human Services
Medication Assisted Treatment Services Infrastructure Expansion
Exhibit A**



- 4.2.5. Changes made to the initial work plan.
- 4.2.6. Training and technical assistance needed.
- 4.2.7. Number of patients receiving MAT in the reporting quarter, year to date and contract period to date.
- 4.2.8. Wait times, as indicated by number of days from initial contact to the initiation/delivery of services.
- 4.2.9. Patient satisfaction.
- 4.2.10. Number of patients referred to Opiate Treatment Programs for MAT with methadone.
- 4.2.11. Outreach activities.
- 4.2.12. Other progress to date.
- 4.3. The Contractor shall provide, to the Department within forty-five (45) business days prior to the Contract completion date in General Provisions P-37 Block 1.7, a sustainability plan as described in Section 2.23 to continue to provide medication assisted treatment services beyond the completion date of the contract, subject to approval by the Department.
- 4.4. The Contractor shall provide a final report to the Department within forty-five (45) business days from the Contract completion date in General Provisions P-37 Block 1.7. The Contractor shall include in the final report the following information based on the work plan, but shall not be limited to:
 - 4.4.1. Work plan progress against the actual work plan activities in Section 3.1.1 through 3.1.4.
 - 4.4.2. Staff (existing and newly hired) retained to support MAT.
 - 4.4.3. Number of physicians, nurse practitioners, and physician assistants waived to prescribe buprenorphine.
 - 4.4.4. Policies and practices established.
 - 4.4.5. Outreach activities completed.
 - 4.4.6. Number of patients receiving MAT prior to contract as compared to the number of patients receiving MAT during the contract period, including the following information, but not limited to:
 - 4.4.6.1. Demographic (gender, age, race, ethnicity).
 - 4.4.6.2. Outcome data (as directed by the Department).
 - 4.4.6.3. Patient satisfaction.
 - 4.4.7. Description of challenges encountered and action taken.
 - 4.4.8. Other progress to date as required by the Department.

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5. Deliverables

- 5.1. The Contractor shall provide medication assisted treatment services as in Section 2.1 in accordance with the work plan.
- 5.2. The Contractor shall submit a work plan as outlined in Section 3 for the Department's review and approval within forty-five (45) business days of the contract's effective date.
- 5.3. The Contractor shall submit quarterly reports according to Section 4.2.
- 5.4. The Contractor shall submit a final report within forty-five (45) business days of termination of the contract according to Section 4.3.

6. Performance Measures

- 6.1. The Contractor shall meet evaluation measures required by SAMHSA, the Department and the Department's contracted Evaluator for the SAMHSA MAT grant/project.
 - 6.1.1. The Contractor shall gather data and monitor performance as defined in Section 6.1.
- 6.2. The Contractor shall provide the Department with performance measures generated through GPRA reporting.
 - 6.2.1. The Contractor shall enter GPRA data according to the federal requirements.
- 6.3. The Contractor's performance for providing MAT services in this contract will be measured by adherence to the guidance document in Section 2.2. and by the number and percentage of patients during the reporting quarter, year to date, and total contract period, who receive the following services:
 - 6.3.1. Number of patients with OUDs receiving integrated MAT.
 - 6.3.2. Receiving medical oversight, including prescribing or administration of medication.
 - 6.3.3. Receiving care coordination/case management.
 - 6.3.4. Receiving Behavioral health counseling.
 - 6.3.5. Receiving peer recovery support services.
- 6.4. The Contractor shall retain 55% of participating patients in integrated MAT services for at least 6 months.
- 6.5. The Contractor shall have 45% of participating patients with reduced opioid use at 6 month follow up. "Reduced opioid use" means using less illicit opioids at 6 month follow-up than amount used prior to initiating treatment.



Exhibit B

Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration. Medication Assisted Treatment. (MAT) Grant. CFDA #93.243 FAIN T1026741. 100% Federal Funds
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 2) The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Budgets Exhibit B-1, Exhibit B-2 and Exhibit B-3.
- 3) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for allowable costs and expenses incurred in the fulfillment of this agreement, and shall be in accordance with the approved Budgets Exhibit B-1, Exhibit B-2 and, Exhibit B-3.
 - 2.2. The Contractor will submit an invoice using forms provided by the Department, by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services pursuant to this Agreement.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, for Contractor services provided pursuant to this Agreement, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. The Contractor shall submit invoices for services outlined in Exhibit A, Scope of Services in accordance with budget line items in Exhibit B-3. Budget preferably by e-mail on Department approved invoices to:
Program Manager
Division for Behavioral Health
Bureau of Drug and Alcohol Services
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
Lindy.keller@dhhs.nh.gov
 - 2.5. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, block 1.7.
- 4) 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 have not been completed in accordance with the terms and conditions of this Agreement.
- 5) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items in Budget Exhibit B-1, Exhibit B-2 and Exhibit B-3 within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Community Health Center

Medication Assisted Treatment Services
Budget Request for: Infrastructure Expansion
Contract Name

Budget Period: SFY 2018: G&C approval through June 30, 2018

1. Total Salary/Wages	\$ 288,862.00	\$ -	\$ 288,862.00
2. Employee Benefits	\$ -	\$ -	\$ -
3. Consultants	\$ 2,000.00	\$ -	\$ 2,000.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ 2,000.00	\$ -	\$ 2,000.00
Medical	\$ 1,000.00	\$ -	\$ 1,000.00
Office	\$ 138.00	\$ -	\$ 138.00
6. Travel	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
14. EMR/HER Licenses	\$ 1,000.00	\$ -	\$ 1,000.00
15. EMR modifications to facilitate data	\$ 2,500.00	\$ -	\$ 2,500.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 300,000.00	\$ -	\$ 300,000.00

Indirect As A Percent of Direct

0.0%

Exhibit B-2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Community Health Center

Medication Assisted Treatment Services
Budget Request for: Infrastructure Expansion
(Name of RFP)

Budget Period: SFY 2018: July 1, 2018 through June 30, 2019

1. Total Salary/Wages	\$ 293,014.00	\$ -	\$ 293,014.00
2. Employee Benefits	\$ -	\$ -	\$ -
3. Consultants	\$ 2,000.00	\$ -	\$ 2,000.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ 1,000.00	\$ -	\$ 1,000.00
Medical	\$ 1,000.00	\$ -	\$ 1,000.00
Office	\$ -	\$ -	\$ -
6. Travel	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 488.00	\$ -	\$ 488.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 300,000.00	\$ -	\$ 300,000.00

Indirect As A Percent of Direct

0.0%

Exhibit B-3 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Community Health Center

Medication Assisted Treatment Services

Budget Request for: Infrastructure Expansion

(Name of RFP)

Budget Period: SFY 2020: July 1, 2019 through June 30, 2020

1. Total Salary/Wages	\$ 293,014.00	\$ -	\$ 293,014.00
2. Employee Benefits	\$ -	\$ -	\$ -
3. Consultants	\$ 2,000.00	\$ -	\$ 2,000.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ 1,000.00	\$ -	\$ 1,000.00
Medical	\$ 1,000.00	\$ -	\$ 1,000.00
Office	\$ -	\$ -	\$ -
6. Travel	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 486.00	\$ -	\$ 486.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 300,000.00	\$ -	\$ 300,000.00

Indirect As A Percent of Direct

0.0%



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.



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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

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Date 10/29/17



- 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 one additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

YK
Date 6/29/17



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 GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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: Manchester Community Health Center

6/29/17
Date

[Signature]
Name: Kris McCracken
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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Manchester Community Health Center

6/29/17
Date


Name: Kris McCracken
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



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 (11)(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: Manchester Community Health Center

6/29/17
Date

[Signature]
Name: Mark McCracken
Title: President/CEO



**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

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

Contractor Initials

[Signature]

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Manchester Community Health Center

6/29/17
Date



Name: Kris McCracken
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 VM

Date 6/29/17



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: Manchester Community Health Center

6/29/17
Date

[Signature]
Name: Kris McCracken
Title: President/CEO



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



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 (f). 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

W

6/29/17



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 164.528.
 - 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

kel

Date *6/29/17*



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.



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

6/30/17
Date

Manchester Community Health Center
Name of the Contractor

[Signature]
Signature of Authorized Representative

Kris McCracken
Name of Authorized Representative

President/CEO
Title of Authorized Representative

6/29/17
Date



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: Manchester Community Health Center

6/29/17
Date

[Signature]
Name: Chris McCracken
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: 928664937
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

W
2/29/17



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

VK
Date 6/29/17

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.

[Handwritten Signature]
Date 6/29/17