B 8B.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 12, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with Harbor Homes, Inc., Vendor #155358-B001, 45 High Street Nashua, New Hampshire, 03060, to continue providing early intervention services and behavioral counseling to individuals at risk for acquiring Human Immunodeficiency Virus, by increasing the price limitation by $114,522 from $446,662 to $561,184 and by extending the completion date from October 31, 2019 to June 30, 2020, effective upon Governor and Executive Council approval. 17% Federal Funds, 83% Other Funds.

This agreement was originally approved by the Governor and Executive Council on February 21, 2018 (Item #7), and subsequently amended on June 26, 2019 (Item #78A).

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-90-902510-75360000 DEPARTMENT OF HEALTH AND HUMAN SERVICES, SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	90024000	$30,000	$0	$30,000
2019	102-500731	Contracts for Prog Svc	90024000	$30,000	$0	$30,000
2020	102-500731	Contracts for Prog Svc	90024000	$8,790	$20,000	$28,790
			Subtotal	***$68,790***	***$20,000***	***$88,790***

05-95-90-902510-22290000 DEPARTMENT OF HEALTH AND HUMAN SERVICES, SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, PHARMACEUTICAL REBATES

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	90024611	$143,592	$0	$143,592
2019	102-500731	Contracts for Prog Svc	90024611	$143,592	$0	$143,592
2020	102-500731	Contracts for Prog Svc	90024611	$49,070	$94,522	$143,592
			Subtotal	***$336,254***	***$94,522***	***$430,776***

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	90021006	$0	$0	$0
2019	102-500731	Contracts for Prog Svc	90021006	$0	$0	$0
2020	102-500731	Contracts for Prog Svc	90021006	$41,618	$0	$41,618
			Subtotal	***$41,618***	***$0***	***$41,618***
			Total	**$446,662**	**$114,522**	**$561,184**

EXPLANATION

The purpose of this request is to continue providing early intervention services and behavioral counseling to individuals who have been identified to meet the Centers for Disease Control and Prevention's guidelines for routine Human Immunodeficiency Virus testing.

Approximately 234 individuals were served during the original contract period. The Department anticipates approximately 1,000 individuals will be served from November 1, 2019 through June 30, 2020.

The original agreement included language in Exhibit C-1 that allows the Department to renew the contract for up to two (2) years subject to the continued availability of funding, satisfactory performance of services, written authorization of both parties and approval from the Governor and Executive Council. The Department is in agreement with renewing services for eight (8) months at this time, leaving one (1) year remaining.

The Contractor will continue to provide early intervention services, including routine Human Immunodeficiency Virus testing, to make individuals aware of their Human Immunodeficiency Virus status. Individuals who test positive for Human Immunodeficiency Virus will receive health education and linkage to Human Immunodeficiency Virus care services. Linkage to care is essential to ensure that an individual is provided the opportunity to be placed on anti-retroviral medication with a goal of viral suppression, which greatly decreases the likelihood of the individual transmitting the virus to others.

The Contractor will provide behavioral counseling to clients who test negative for Human Immunodeficiency Virus but are at high risk of acquiring Human Immunodeficiency Virus. The goal of the behavioral counseling will be to identify behavior changes needed to reduce the individual's risk for acquiring Human Immunodeficiency Virus.

Individuals with Human Immunodeficiency Virus, who receive medical services prior to their condition advancing to Acquired Immune Deficiency Syndrome, improve their health outcomes which decreases the likelihood of transmitting the virus to others. Additionally, the United States Preventative Services Taskforce recognizes that behavioral counseling interventions in a clinical setting are an important means of addressing prevalent health-related behaviors, such as risky sexual behavior.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this agreement using the following performance measures:

1. Referral and Linkage to Care – Percentage of individuals with positive HIV tests linked to HIV care. Percentage of individuals with positive HIV tests that attend their first appointment:
   - 95% of all newly identified HIV cases will have a documented referral to HIV medical care at the time of positive test result.
   - 90% of all newly identified HIV cases will have documented attendance at their first HIV medical care appointment within 30 days of date of referral.
2. HIV Testing – Number of tests performed. The vendor(s) will perform a minimum number of (to be determined within 150 days of award) HIV tests annually following the testing recommendations outlined in the Centers for Disease Control and Prevention Routine HIV Testing Guidelines, 2006.
3. Behavioral Counseling. The vendor(s) will ensure that the Behavioral Counseling intervention will serve individuals at high risk of acquiring HIV.
   - 75% of the Behavioral Counseling caseload shall consist of HIV negative individuals who identify with one of the following risk factors:
     - Male who at the time of referral reports having unprotected sex with men; and
     - Person who injects drugs whom at the time of referral reports sharing drug injection equipment.

The Agreement includes requirements for the Contractor to submit ongoing financial reports. Financial reports will include program-level and organization-level profit and loss statements, cash equivalents, liabilities and assets, and new lending. The Department will review these reports and discuss any concerns with the Contractor on an ongoing basis, which is expected to lead to close monitoring of fiscal integrity.

Should the Governor and Executive Council not authorize this request, early intervention services may not continue to be available to New Hampshire residents who are unaware of their Human Immunodeficiency Virus status. This could result in increased transmission of Human Immunodeficiency Virus in the community. Additionally, behavioral counseling may not be provided to clients, which would increase their risk and the risk of transmission to others in acquiring Human Immunodeficiency Virus.

Area Served: Greater Nashua Area

Source of Funds: 17% Federal Funds from Centers for Disease Control and Prevention, Integrated Prevention and Surveillance Grant, CFDA# 93.940, FAIN U62PS924538 and 83% Other Funds from Pharmaceutical Rebates.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Early Intervention Services and Behavioral Counseling for Human Immunodeficiency Virus (HIV) Contract

This 2nd Amendment to the Early Intervention Services and Behavioral Counseling for Human Immunodeficiency Virus (HIV) 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 nonprofit corporation with a place of business at 45 High Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 21, 2018 (Item #7), as amended on June 26, 2019 (Item #78A), 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 extend the term of the agreement and increase the price limitation to support continued delivery of these services; 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 1.7, Completion Date, to read:

   June 30, 2020.

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

   $561,184.

3. Revise Section 7, Maintenance of Fiscal Integrity only, of Exhibit A – Amendment #1, Scope of Services, by replacing it in its entirety with the following:

7. Maintenance of Fiscal Integrity

7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

7.1.1. Days of Cash on Hand:

7.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

7.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

7.1.2.2. Formula: Total current assets divided by total current liabilities.

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

7.1.4. Net Assets to Total Assets:

7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

7.1.5. Total Lines of Credit

7.1.5.1. The contractor will provide a listing of every line of credit and amount outstanding for each line.

7.1.5.2. The contractor will report on any new borrowing activities.

7.1.5.3. The contractor will report on any instances of non-compliance with any loan covenant or agreement.

7.2. In the event that the Contractor does not meet either:

7.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

7.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, or

7.2.3. Does not meet the reporting timeframe, then

7.3. The Department may:

7.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

7.3.2. Require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 7.2.1 and/or 7.2.2 have not been met.

7.3.3. Terminate the contract.

7.3.3.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

7.3.3.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

7.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

7.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

7.6. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for DHHS contracts submits a resignation or leaves for any other reason.

4. Delete and replace Exhibit B, Methods and Conditions Precedent to Payment; Section 1, Payment for said services shall be made monthly as follows; Subsection 1.1 with the following:

   1.1. Payment shall be on a cost reimbursement basis for actual costs incurred in accordance with the approved budget line items in Exhibit B-1 Budget, Exhibit B-2 Budget, Exhibit B-3 Budget – Amendment #2 and Exhibit B-4 Budget – Amendment #1.

5. Delete Exhibit B-3 Budget – Amendment #1 in its entirety and replace with Exhibit B-3 Budget – Amendment #2.

6. Add Exhibit K, DHHS Information Security.

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

9/16/19
Date

Lisa Morris
Director

Harbor Homes Inc.

9/16/19.
Date

Name:
Title:

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on September 16, 2019, 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 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.

WENDY A. NICHOLS
MY COMMISSION EXPIRES JUNE 5, 2024
NOTARY PUBLIC
NEW HAMPSHIRE

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

OFFICE OF THE ATTORNEY GENERAL

9/16/19
Date

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:

New Hampshire Department of Health and Human Services

Contractor name HARBOR HOMES, INC.

Budget Request for: Early Intervention Services and Behavioral Counseling for HIV

Budget Period: JULY 1, 2019 through June 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	**Direct**	**Indirect**	**Total**	**Direct**	**Indirect**	**Total**	**Direct**	**Indirect**	**Total**
1. Total Salary/Wages	$ 104,514.56	$ -	$ 104,514.56	$ -	$ -	$ -	$ 104,514.56	$ -	$ 104,514.56
2. Employee Benefits	$ 26,128.64	$ -	$ 26,128.64	$ -	$ -	$ -	$ 26,128.64	$ -	$ 26,128.64
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 992.34	$ -	$ 992.34	$ -	$ -	$ -	$ 992.34	$ -	$ 992.34
Lab	$ 1,192.00	$ -	$ 1,192.00	$ -	$ -	$ -	$ 1,192.00	$ -	$ 1,192.00
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,192.00	$ -	$ 1,192.00	$ -	$ -	$ -	$ 1,192.00	$ -	$ 1,192.00
6. Travel	$ 1,788.00	$ -	$ 1,788.00	$ -	$ -	$ -	$ 1,788.00	$ -	$ 1,788.00
7. Occupancy	$ 2,384.00	$ -	$ 2,384.00	$ -	$ -	$ -	$ 2,384.00	$ -	$ 2,384.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 494.68	$ -	$ 494.68	$ -	$ -	$ -	$ 494.68	$ -	$ 494.68
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,984.68	$ -	$ 1,984.68	$ -	$ -	$ -	$ 1,984.68	$ -	$ 1,984.68
10. Marketing/Communications	$ 4,964.68	$ -	$ 4,964.68	$ -	$ -	$ -	$ 4,964.68	$ -	$ 4,964.68
11. Staff Education and Training	$ 2,980.00	$ -	$ 2,980.00	$ -	$ -	$ -	$ 2,980.00	$ -	$ 2,980.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Conferences	$ 1,037.04	$ -	$ 1,037.04	$ -	$ -	$ -	$ 1,037.04	$ -	$ 1,037.04
Indirect expenses/Admin	$ 22,729.38	$ -	$ 22,729.38	$ -	$ -	$ -	$ 22,729.38	$ -	$ 22,729.38
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 172,382.00	$ -	$ 172,382.00	$ -	$ -	$ -	$ 172,382.00	$ -	$ 172,382.00

Indirect As A Percent of Direct 0.0%

Vendor Initials [illegible]

Date 9/16/19

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

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

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 <u>encrypted</u> 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

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.).

Contractor Initials [handwritten initials]
Date 9/16/19.

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

Contractor Initials PL

Date 9/16/19.

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, 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.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Ed McDonough, Asst. Treasurer, 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 9/16/19:
(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 16th day of September, 2019.
(Date Amendment Signed)

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

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16th day of September, 2019,

By Ed McDonough.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/5/24

WENDY A. NICHOLS
MY COMMISSION EXPIRES JUNE 5, 2024
NOTARY PUBLIC
NEW HAMPSHIRE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2019

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	**NAIC #**
INSURED HARHO Harbor Homes, Inc 77 Northeastern Boulevard Nashua NH 03062	INSURER A : Hanover Insurance	
	INSURER B : Philadelphia Insurance Companies	
	INSURER C : Eastern Alliance Insurance Group	
	INSURER D : Selective Insurance Group	14376
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 688165684 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Abuse GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT [X] 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 ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] 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	UMBRELLA LIAB [X] OCCUR EXCESS LIAB 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 Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		010000111752	11/26/2018	11/26/2019	X PER STATUTE 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") D&O Employee Dishonesty	$1,000,000 $1,000,000 $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
DHHS, State of NH 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 Marc R Berube

AGENCY CUSTOMER ID: HARHO

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY Eaton & Berube Insurance Agency, Inc.	NAMED INSURED Harbor Homes, Inc 77 Northeastern Boulevard Nashua NH 03062
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

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 - Map 213/Lot 5.3, Boulder Point Drive, Plymouth, NH 03264

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

HARBOR HOMES, INC.

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.

HARBOR HOMES, INC.

Consolidated Financial Statements

For the Year Ended June 30, 2018

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

MELANSON HEATH
ACCOUNTANTS • AUDITORS

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

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

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Harbor Homes, Inc.

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Harbor Homes, Inc. (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2018, 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 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 did not audit the financial statements of Healthy at Home, Inc., whose statements reflect total assets constituting 1% of consolidated total assets at June 30, 2018, and total revenues constituting 5% of consolidated total revenues for the year then ended. Those statements were audited by other auditors, whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Healthy at Home, Inc., is based solely on the report of the other auditors. 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, based on our audit and the report of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. as of June 30, 2018, 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.'s fiscal year 2017 financial statements, including the fiscal year 2017 financial statements of the entities included in these consolidated financial statements (except for Healthy at Home, Inc. which was audited by other auditors who expressed an unmodified audit opinion on those audited financial statements), and we expressed unmodified audit opinions on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited 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 financial statements as a whole. The Consolidating Statement of Financial Position and the Consolidating Statement of Activities are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with 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 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 December 20, 2018 on our consideration of Harbor Homes, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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.'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.'s internal control over financial reporting and compliance.

Melanson Heath

December 20, 2018

HARBOR HOMES, INC.

Consolidated Statement of Financial Position
June 30, 2018
(With Comparative Totals as of June 30, 2017)

	2018	2017
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 480,242	$ 754,353
Restricted cash	1,096,661	614,739
Accounts receivable, net	2,060,419	2,784,965
Patient receivables, net	1,301,048	1,079,605
Promises to give	-	8,000
Investments	192,731	493,543
Inventory	123,078	67,277
Other assets	71,155	101,770
Total Current Assets	5,325,334	5,904,252
Noncurrent Assets:		
Property and equipment, net	30,968,341	30,353,542
Deferred compensation plan assets	16,800	-
Total Noncurrent Assets	30,985,141	30,353,542
Total Assets	$ 36,310,475	$ 36,257,794
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Lines of credit	$ 1,285,423	$ 1,094,935
Current portion of capital leases payable	-	18,304
Current portion of mortgages payable	496,608	450,736
Accounts payable	865,390	1,289,475
Accrued expenses	1,742,169	1,464,378
Deferred revenue	341,071	33,017
Other liabilities	12,077	5,582
Total Current Liabilities	4,742,738	4,356,427
Long-Term Liabilities:		
Security deposits	68,918	67,636
Deferred compensation plan liabilities	16,800	-
Mortgages payable, tax credits	158,237	79,280
Mortgages payable, net of current portion	15,783,030	16,245,171
Mortgages payable, deferred	8,571,209	7,618,496
Total Long-Term Liabilities	24,598,194	24,010,583
Total Liabilities	29,340,932	28,367,010
Unrestricted Net Assets	6,851,238	7,561,606
Temporarily Restricted Net Assets	118,305	329,178
Total Net Assets	6,969,543	7,890,784
Total Liabilities and Net Assets	$ 36,310,475	$ 36,257,794

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

HARBOR HOMES, INC.

Consolidated Statement of Activities
For the Year Ended June 30, 2018
(With Comparative Totals for the Year Ended June 30, 2017)

	Unrestricted Net Assets	Temporarily Restricted Net Assets	2018 Total	2017 Total
Public Support and Revenue:				
Public Support:				
State and local grants	$ 11,380,392	$ -	$ 11,380,392	$ 7,395,645
Federal grants	7,496,411	80,300	7,576,711	8,074,192
Contributions	73,663	613,018	686,681	1,044,621
Other grants	217,794	451,324	669,118	217,600
Fundraising events, net	20,857	28,097	48,954	33,283
Net assets released from restriction	1,383,612	(1,383,612)	-	-
Total Public Support	20,572,729	(210,873)	20,361,856	16,765,341
Revenue:				
Patient services revenues (other), net	5,686,860	-	5,686,860	5,512,169
Patient services revenues (FQHC), net	3,664,163	-	3,664,163	2,430,161
Department of Housing and Urban Development programs	3,429,882	-	3,429,882	3,420,327
Veterans Administration programs	2,213,701	-	2,213,701	2,160,799
Contracted services	1,039,097	-	1,039,097	1,044,751
Rent and service charges, net	867,249	-	867,249	825,519
Outside rent	555,551	-	555,551	432,905
Fees for services	344,456	-	344,456	318,808
Miscellaneous	177,075	-	177,075	27,768
Investment income (loss)	40,632	-	40,632	26,437
Total Revenue	18,018,666	-	18,018,666	16,199,644
Total Public Support and Revenue	38,591,395	(210,873)	38,380,522	32,964,985
Expenses:				
Program	33,423,301	-	33,423,301	27,777,021
Administration	3,754,447	-	3,754,447	3,176,798
Fundraising	667,731	-	667,731	670,846
Total Expenses	37,845,479	-	37,845,479	31,624,665
Change in net assets before depreciation	745,916	(210,873)	535,043	1,340,320
Depreciation	(1,456,284)	-	(1,456,284)	(1,354,446)
Change in net assets	(710,368)	(210,873)	(921,241)	(14,126)
Net Assets, Beginning of Year	7,561,606	329,178	7,890,784	7,904,910
Net Assets, End of Year	$ 6,851,238	$ 118,305	$ 6,969,543	$ 7,890,784

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

HARBOR HOMES, INC.

Consolidated Statement of Functional Expenses
For the Year Ended June 30, 2018
(With Comparative Totals for the Year Ended June 30, 2017)

	Program	Administration	Fundraising	2018 Total	2017 Total
Expenses:					
Salaries and wages	$ 14,520,100	$ 2,272,110	$ 435,102	$ 17,227,312	$ 14,123,846
Client rental assistance	6,475,207	-	-	6,475,207	5,793,879
Employee benefits	1,822,234	291,863	43,725	2,157,822	1,516,722
Contracted services	1,930,543	67,920	5,586	2,004,049	2,134,126
Occupancy	1,753,278	176,775	4,022	1,934,075	1,733,130
Payroll taxes	1,157,347	171,856	34,646	1,363,849	1,059,527
Client insurance assistance	923,931	-	-	923,931	459,578
Operational supplies	799,811	6,456	219	806,486	354,235
Grants and donations	518,300	39,641	71,553	629,494	752,534
Interest expense	804,073	126,025	2,768	932,866	739,534
Office expenses	472,217	73,943	38,674	584,834	349,044
Other client assistance	460,267	50	-	460,317	123,926
Retirement contributions	324,433	122,669	6,605	453,707	323,890
Information technology	253,023	47,632	3,505	304,160	602,080
Client food and nutrition services	243,474	519	-	243,993	217,641
Travel	218,521	16,835	1,194	236,550	221,188
Insurance	152,556	10,724	228	163,508	251,962
Professional fees	119,833	51,595	6,426	177,854	163,910
Miscellaneous	137,963	66,459	1,393	205,815	127,572
Legal fees	29,722	81,685	226	111,633	122,421
Accounting fees	1,040	105,769	-	106,809	115,000
Conferences, conventions, and meetings	86,759	12,227	1,181	100,167	151,668
Advertising and promotion	83,847	4,576	9,979	98,402	24,842
Client counseling and support services	60,218	367	-	60,585	106,044
Staff expenses	33,117	4,518	699	38,334	10,830
Membership dues	20,772	2,233	-	23,005	30,190
Client medical assistance	20,715	-	-	20,715	15,346
Total Expenses	33,423,301	3,754,447	667,731	37,845,479	31,624,665
Depreciation	1,337,587	114,639	4,058	1,456,284	1,354,446
Total Functional Expenses	$ 34,760,888	$ 3,869,086	$ 671,789	$ 39,301,763	$ 32,979,111

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

HARBOR HOMES, INC.

Consolidated Statement of Cash Flows
For the Year Ended June 30, 2018
(With Comparative Totals for the Year Ended June 30, 2017)

	2018	2017
Cash Flows From Operating Activities:		
Change in net assets	$ (921,241)	$ (14,126)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	1,456,284	1,354,446
(Increase) Decrease In:		
Accounts receivable	724,546	(1,304,307)
Patient receivables	(221,443)	(242,996)
Promises to give	8,000	(8,000)
Inventory	(55,801)	(67,277)
Other assets	30,615	76,667
Increase (Decrease) In:		
Accounts payable	(424,085)	792,902
Accrued expenses	277,791	381,422
Deferred revenue	308,054	5,739
Other liabilities	6,495	(257,701)
Net Cash Provided by Operating Activities	1,189,215	716,769
Cash Flows From Investing Activities:		
Security deposits	1,282	25,993
Purchase of fixed assets	(2,071,083)	(640,938)
Sale of investments	300,812	(340,897)
Net Cash Used by Investing Activities	(1,768,989)	(955,842)
Cash Flows From Financing Activities:		
Borrowings from lines of credit, net	190,488	807,868
Payments on capital leases	(18,304)	(43,127)
Proceeds from long-term borrowings	1,007,713	200,000
Payments on long-term borrowings	(471,269)	(422,991)
Proceeds from tax credits	100,000	-
Payments on tax credits	(21,043)	(21,043)
Net Cash Provided by Financing Activities	787,585	520,707
Net Increase in Cash and Cash Equivalents	207,811	281,634
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	1,369,092	1,087,458
Cash, Cash Equivalents, and Restricted Cash, End of Year	$ 1,576,903	$ 1,369,092
Supplemental disclosures of cash flow information:		
Interest paid	$ 932,866	$ 660,327
Non-cash financing activities	$ -	$ 4,950,000

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

HARBOR HOMES, INC.

Notes to the Consolidated Financial Statements

1. Organization:

The consolidated financial statements of Harbor Homes, Inc. include the following related entities. All inter-entity transactions have been eliminated. Unless otherwise noted, these consolidated entities are hereinafter referred to as the "Organization".

Harbor Homes, Inc. - Creates and provides quality residential and supportive services for persons (and their families) challenged by mental illness and/or homelessness in the State of New Hampshire. Programs include mainstream housing, permanent housing, transitional housing, and emergency shelter, as well as comprehensive support services that include behavioral healthcare, peer support programs, job training, a paid employment program, and social and educational activities. Harbor Homes, Inc. also runs a health care clinic that is a Federally Qualified Health Center (FQHC) offering primary medical services to the homeless and/or low-income individuals.

Harbor Homes Plymouth, LLC - A single-member, New Hampshire Limited Liability Company, created to develop and manage a new permanent supportive housing facility in Plymouth, New Hampshire (Boulder Point, LLC) for homeless veterans. Harbor Homes, Inc. is the sole member and the manager of Harbor Homes Plymouth, LLC.

Boulder Point, LLC - 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.

Harbor Homes II, Inc., Harbor Homes III, Inc., and HH Ownership, Inc. – Provides residential services to the chronically mentally ill.

Greater Nashua Council on Alcoholism – Provides recovery support services which are evidence-based, gender-specific, and culturally competent, including residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children, and offender re-entry services initiative.

Healthy at Home, Inc. - Provides home healthcare services to residents of Nashua and surrounding communities and strives to enhance the lives of people with illness or injury through a cooperative relationship with the community, professional medical service providers, and associations that serve people in need of healthcare. Homecare, rehabilitative, and private duty nursing services are provided in the individual's home setting.

Welcoming Light, Inc. – Provides residential services to the elderly and disabled and offers training for substance abuse and mental health issues and training for nonprofit agencies in New Hampshire.

Southern New Hampshire HIV/Aids Task Force, Inc. – Provides educational case management, mental health and alternative therapy assistance, housing assistance, food and nutritional guidance, substance abuse counseling, and other related support services to people in the Southern New Hampshire region infected with the HIV/Aids virus.

Milford Regional Counseling, Inc. – Operates a regional counseling center serving the Greater Souhegan Valley area and provides counseling, guidance, and consultation to individuals, groups, children, adults, and families.

2. Significant Accounting Policies:

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2017, 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 2018.

Net Assets

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

Unrestricted Net Assets – Net assets available for use in general operations.

Temporarily Restricted Net Assets – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions are reported as temporarily restricted support 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, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Consolidated Statement of Activities as net assets released from restrictions.

Permanently Restricted Net Assets – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed. The restrictions stipulate that resources be maintained permanently, but permit expending of the income generated in accordance with donor stipulations.

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.

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.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets 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 either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. 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.

Gifts-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 use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. 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.

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.

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.

Administration expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years. Additionally, advertising costs are expensed as incurred.

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 2018, 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 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. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Organization believes that its investment strategies are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the 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 4.
- Recurring measurement of lines of credit – Note 9.
- Recurring measurement of mortgages payable – Notes 10 – 12.

The carrying amounts of cash, cash equivalents, restricted cash, receivables, inventory, other assets, accounts payable, accrued expenses, deferred revenue, and other liabilities, approximate fair value due to the short-term nature of the items.

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. Restricted Cash:

Restricted cash at June 30, 2018 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		547,792	*
Residual receipt deposits		13,062	*
Security deposits		64,038	
Total	$	1,096,661	

*Required by the Department of Housing and Urban Development.

4. Investments:

Investments consist of the following at June 30, 2018:

		Fair Value		Level 1		Level 3
Equities	$	19,426	$	19,426	$	-
Other investments		173,305		-		173,305
Total	$	192,731	$	19,426	$	173,305

	Fair Value Measurements Using Significant Unobservable Inputs Level 3
	Other Investments
Beginning Balance, July 1, 2017	$ 161,946
Additions	11,359
Reductions	-
Transfers in to Level 3	-
Ending Balance, June 30, 2018	$ 173,305

5. Accounts Receivable, Net:

Accounts receivable at June 30, 2018 consist of the following:

	Receivable	Allowance	Net
Grants	$ 1,497,960	$ -	$ 1,497,960
Residents	59,701	(39,280)	20,421
Other	284,876	-	284,876
Medicaid	246,632	-	246,632
Pledges	8,000	-	8,000
Security deposits	2,530	-	2,530
Total	$ 2,099,699	$ (39,280)	$ 2,060,419

6. Patient Receivables, Net:

Patient receivables, related to the Organization's Federally Qualified Health Care Center, consists of the following at June 30, 2018:

	Receivable	Allowance	Net
Medicaid	$ 811,024	$ (58,810)	$ 752,214
Medicare	235,566	(85,358)	150,208
Other	767,453	(368,827)	398,626
Total	$ 1,814,043	$ (512,995)	$ 1,301,048

7. Property, Equipment, and Depreciation:

A summary of the major components of property and equipment as of June 30, 2018 is presented below:

Land	$	4,338,288
Land improvements		36,394
Buildings		27,785,977
Building improvements		7,031,206
Software		840,669
Vehicles		404,192
Furniture, fixtures, and equipment		725,786
Dental equipment		150,405
Medical equipment		58,022
Construction in progress		1,292,454
Subtotal		42,663,393
Less: accumulated depreciation		(11,695,052)
Total	$	30,968,341

Depreciation expense for the year ended June 30, 2018 totaled $1,456,284.

8. Accrued Expenses:

Accrued expenses at June 30, 2018 include the following:

Mortgage interest	$	84,503
Payroll and related taxes		827,156
Compensated absences		784,710
Other		45,800
Total	$	1,742,169

9. Lines of Credit:

At June 30, 2018, the Organization had the following lines of credit available:

Harbor Homes, Inc. - $1,000,000 of credit available from TD Bank, N. A. due October 31, 2018, secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the bank's base rate plus 1% adjusted daily. As of June 30, 2018, the credit line had an outstanding balance of $261,746 at an interest rate of 6.00%.

Harbor Homes, Inc. - $500,000 line of credit available from TD Bank, N. A. due October 31, 2018, secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the bank's base rate plus 1% adjusted daily. As of June 30, 2018, the credit line had an outstanding balance of $440,462 at an interest rate of 6.00%.

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% (6.00% at June 30, 2018) to Merrimack County Savings Bank. As of June 30, 2018, the credit line had an outstanding balance of $348,779.

Healthy at Home, Inc. - $250,000 of credit available from TD Bank, N. A., due October 31, 2018, secured by all business assets. The interest rate is the Wall Street Journal Prime Rate plus 1% (6.00% at June 30, 2018). The outstanding balance on the line of credit was $234,436 at June 30, 2018.

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

10. 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, maturing in 2020, secured by real property located at 59 Factory Street in Nashua, NH. This amount is amortized over ten years at zero percent interest. The amount due at June 30, 2018 is $58,237.

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

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

11. Mortgages Payable:

Mortgages payable as of June 30, 2018 consisted of the following:

	Principal Balance		Payment Amount	Payment Frequency	Interest Rate	Maturity	Property/Security
$	3,653,055	$	19,635	Monthly	4.00%	09/15/42	615 Amherst Street in Nashua, NH
	3,375,000		-	Interest only	4.00%	02/28/19	75-77 Northeastern Boulevard in Nashua, NH
	1,146,876		7,879	Monthly	6.77%	12/05/33	335 Somerville Street in Manchester, NH
	1,125,000		-	Interest only	6.00%	11/22/18	75-77 Northeastern Boulevard in Nashua, NH
	1,118,886		6,193	Monthly	4.57%	12/05/33	335 Somerville Street in Manchester, NH
	1,041,850		7,768	Monthly	7.05%	10/01/40	59 Factory Street in Nashua, NH
	631,152		5,126	Monthly	6.97%	12/12/36	46 Spring Street in Nashua, NH
	602,012		5,324	Monthly	4.38%	08/12/30	45 High Street in Nashua, NH
	584,714		3,996	Monthly	4.75%	12/12/36	46 Spring Street in Nashua, NH
	443,434		2,692	Monthly	4.75%	10/01/40	59 Factory Street in Nashua, NH
	374,102		5,276	Monthly	9.25%	12/01/26	Allds Street in Nashua, NH
	348,728		5,387	Monthly	4.75%	03/29/21	14 Maple Street in Nashua, NH
	272,543		2,077	Monthly	4.83%	06/29/35	189 Kinsley Street in Nashua, NH
	256,339		3,369	Monthly	9.28%	01/01/28	Chestnut Street in Nashua, NH
	243,747		1,425	Monthly	4.75%	04/06/42	45 High Street in Nashua, NH
	214,679		1,731	Monthly	7.00%	09/28/36	7 Trinity Street in Claremont, NH
	192,497		3,184	Monthly	9.25%	05/01/25	North Main Street in Nashua, NH
	154,223		3,419	Monthly	1.00%	04/05/22	Mobile van
	150,933		3,419	Monthly	1.00%	03/05/22	615 Amherst Street in Nashua, NH
	109,834		1,144	Monthly	4.64%	11/10/29	24 Mulberry Street in Nashua, NH
	98,762		2,385	Monthly	9.25%	08/01/22	3 Winter Street in Nashua, NH
	90,208		779	Monthly	4.32%	04/11/37	4 New Haven Drive, Unit 202 in Nashua, NH
	55,000		-	Interest only	3.08%	10/31/19	Boulder Point Drive in Plymouth, NH
	45,227		299	Monthly	3.89%	10/01/35	59 Factory Street in Nashua, NH
	20,058		1,552	Monthly	4.50%	07/13/19	15 Union Street in Milford, NH
$	16,348,859	Subtotal					
	(69,221)	Less debt issuance costs					
	(496,608)	Less amount due within one year					
$	15,783,030	Mortgages payable, net of current portion					

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

Year		Amount
2019	$	496,608
2020		504,104
2021		531,444
2022		543,121
2023		501,920
Thereafter		13,771,662
Total	$	16,348,859

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

12. Mortgages Payable, Deferred:

The Organization has deferred mortgages outstanding at June 30, 2018 totaling $8,571,209. 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.

Deferred mortgages payable at June 30, 2018 are as follows:

City of Manchester:	
Somerville Street property	$ 300,000
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	65,000
Total City of Nashua	1,216,000
Department of Housing and Urban Development:	
Strawberry Bank condominiums	436,400
Total Department of Housing and Urban Development	436,400
Federal Home Loan Bank (FHLB):	
Boulder Point property	952,713
Factory Street property	400,000
Somerville Street property	400,000
Spring Street property	398,747
Amherst Street property	385,000
Total FHLB	2,536,460
NHHFA:	
Amherst Street property	1,500,000
Factory Street property	1,000,000
Spring Street property	550,000
Charles Street property	32,349
Somerville Street property	1,000,000
Total NHHFA	4,082,349
Total Mortgages Payable, Deferred	$ 8,571,209

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

13. Temporarily Restricted Net Assets:

Temporarily restricted net assets are available for the following purposes at June 30, 2018:

Purpose		Amount
Special events	$	40,224
Housing		20,439
Client services		39,216
Clinic		2,656
Dental		10,000
Miscellaneous		5,770
Total	$	118,305

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

14. 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:

	2018				2017
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	$ 1,788,985	$ (283,487)	$ -	$ 1,505,498	$ 1,470,902
Medicare	1,649,191	(624,839)	-	1,024,352	284,040
Third-party	1,597,970	(528,963)	-	1,069,007	560,456
Sliding fee/free care	443,680	-	(440,720)	2,960	18,900
Self-pay	427,971	-	(124,171)	303,800	301,645
Subtotal	$ 5,907,797	$ (1,437,289)	$ (564,891)	3,905,617	2,635,943
Provision for bad debts				(241,454)	(205,782)
Total				$ 3,664,163	$ 2,430,161

15. Client Rental Assistance:

The Organization has multiple grants requiring the payment of rents on behalf of the consumer. Rent expense totaling approximately $6.5 million is comprised of leases held in the Organization's name and the responsibility of the Organization, leases in consumers' names, or rents paid as client assistance.

16. 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.

17. Deferred Compensation Plan:

In fiscal year 2018, the Organization offered a 401(k) retirement plan. 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, 2018 were $454,960.

The Organization maintains a deferred compensation plan for certain directors (the "SA Plan"). The deferred compensation liability under the SA Plan was $16,800 as of June 30, 2018 and was recorded as a long-term liability. This liability is offset by a corresponding long-term asset in the same amount.

18. Concentration of Risk:

The Organization received revenue as follows:

Federal grants	$	30%
State, local, and other agencies		20%
Patient services revenues (other), net		15%
Patient services revenues (FQHC), net		10%
Department of Housing and Urban Development		9%
Department of Veterans Affairs		6%
All other support and revenue		10%
Total	$	100%

19. 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.

20. 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	$	480,242
Restricted Cash		1,096,661
Total Cash, Cash Equivalents, and Restricted Cash shown in the Consolidated Statement of Cash Flows	$	1,576,903

21. **Change in Accounting Principle:**

Effective July 1, 2017, the Organization adopted FASB ASU 2015-11, *Inventory (Topic 330): Simplifying the Measurement of Inventory*, which simplifies the subsequent measurement of inventory by replacing the lower of cost or market test with a lower of cost or net realizable value test. Net realizable value is defined as estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Prior to fiscal year 2018, the Organization reported inventory at the lower of cost or market. This guidance is applied prospectively as determined by the standard. There is no prior year or current year effect to the financial statements as a result of this change.

22. **Subsequent Events:**

Subsequent events have been evaluated through December 20, 2018, which is the date the financial statements were available to be issued.

On August 29, 2019, Harbor Homes, Inc. signed a $400,000 short-term note with a local bank. Interest on the note is required at 2.5% above the bank's base rate for six months. The note is secured by two properties.

In October of 2018, Harbor Homes, Inc. sold two properties. The proceeds were used to pay down the short-term note in the amount of $319,000.

Subsequent to year end, and 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.

The New Hampshire Community Development Finance Authority has awarded Harbor Homes, Inc. $700,000 in state tax credits for the Plymouth NH Veterans Housing project which will be received in fiscal years 2019 and 2020 and will consist of mortgages payable totaling $560,000 to the Community Development Investment Program.

** Includes Harbor Homes, Inc., Harbor Homes Plymouth, LLC, and Boulder Point, LLC

HARBOR HOMES, INC.

Consolidating Statement of Financial Position
June 30, 2018
(With Comparative Totals as of June 30, 2017)

	** Harbor Homes, Inc.	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Home, Inc.	Welcoming Light, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Milford Regional Counseling Services, Inc.	Subtotal	Eliminations	2018 Total	2017 Total
ASSETS													
Current Assets:													
Cash and cash equivalents	$ 2,275	$ 903	$ 2,508	$ 1,556	$ 315,659	$ 39,447	$ 9,572	$ 95,156	$ 13,166	$ 480,242	$ -	$ 480,242	$ 754,353
Restricted cash	891,720	28,332	69,272	13,256	29,752	-	64,329	-	-	1,096,661	-	1,096,661	614,739
Accounts receivable, net	1,336,150	1,379	553	-	555,874	-	952	152,267	13,244	2,060,419	-	2,060,419	2,784,965
Patient receivables, net	1,023,946	-	-	-	-	277,102	-	-	-	1,301,048	-	1,301,048	1,079,605
Promises to give	-	-	-	-	-	-	-	-	-	-	-	-	8,000
Due from related organizations	145,432	-	-	-	-	-	-	-	2,320	147,752	(147,752)	-	-
Investments	192,731	-	-	-	-	-	-	-	-	192,731	-	192,731	493,543
Inventory	123,078	-	-	-	-	-	-	-	-	123,078	-	123,078	67,277
Other assets	53,481	-	-	-	-	16,924	-	750	-	71,155	-	71,155	101,770
Total Current Assets	3,768,813	30,614	72,333	14,812	901,285	333,473	74,853	248,173	28,730	5,473,086	(147,752)	5,325,334	5,904,252
Noncurrent Assets:													
Property and equipment, net	24,214,377	320,659	200,980	311,803	5,605,937	12,581	213,186	6,536	152,282	31,038,341	(70,000)	30,968,341	30,353,542
Due from related organizations	1,403,059	-	-	-	266,004	-	121,479	82,988	-	1,873,530	(1,873,530)	-	-
Deferred compensation plan assets	16,800	-	-	-	-	-	-	-	-	16,800	-	16,800	-
Prepaid land lease	285,000	-	-	-	-	-	-	-	-	285,000	(285,000)	-	-
Total Noncurrent Assets	25,919,236	320,659	200,980	311,803	5,871,941	12,581	334,665	89,524	152,282	33,213,671	(2,228,530)	30,985,141	30,353,542
Total Assets	29,688,049	$ 351,273	$ 273,313	$ 326,615	$ 6,773,226	$ 346,054	$ 409,518	$ 337,697	$ 181,012	$ 38,686,757	$ (2,376,282)	$ 36,310,475	$ 36,257,794
LIABILITIES AND NET ASSETS													
Current Liabilities:													
Lines of credit	$ 702,208	$ -	$ -	$ -	$ 348,779	$ 234,436	$ -	$ -	$ -	$ 1,285,423	$ -	$ 1,285,423	$ 1,094,935
Current portion of capital leases payable	-	-	-	-	-	-	-	-	-	-	-	-	18,304
Current portion of mortgages payable	281,658	29,957	17,444	-	128,006	-	21,289	-	18,254	496,608	-	496,608	450,738
Accounts payable	731,227	5,484	2,005	357	45,128	-	3,526	77,498	165	865,390	-	865,390	1,289,475
Accrued expenses	1,375,281	3,275	1,853	1,079	214,127	109,260	2,741	27,289	7,254	1,742,169	-	1,742,169	1,464,378
Due to related organizations	17,952	-	5,781	5,917	-	115,782	-	2,320	-	147,752	(147,752)	-	-
Deferred revenue	621,395	-	-	-	-	4,676	-	-	-	626,071	(285,000)	341,071	33,017
Other liabilities	12,077	-	-	-	-	-	-	-	-	12,077	-	12,077	5,582
Total Current Liabilities	3,741,798	38,716	27,083	7,353	736,040	464,154	27,556	107,107	25,683	5,175,490	(432,752)	4,742,738	4,356,427
Long-Term Liabilities:													
Due to related organizations	1,320,108	175,463	-	-	27,012	-	291,480	-	59,467	1,873,530	(1,873,530)	-	-
Security deposits	57,660	4,018	2,494	1,317	-	-	1,079	-	2,350	68,918	-	68,918	67,636
Deferred compensation plan liabilities	16,800	-	-	-	-	-	-	-	-	16,800	-	16,800	-
Mortgages payable, tax credits	158,237	-	-	-	-	-	-	-	-	158,237	-	158,237	79,280
Mortgages payable, net of current portion	11,420,217	344,145	238,895	-	3,606,761	-	171,208	-	1,804	15,783,030	-	15,783,030	16,245,171
Mortgages payable, deferred	6,169,809	-	-	516,400	1,885,000	-	-	-	-	8,571,209	-	8,571,209	7,618,496
Total Long-Term Liabilities	19,142,831	523,626	241,389	517,717	5,518,773	-	463,767	-	63,621	26,471,724	(1,873,530)	24,598,194	24,010,583
Total Liabilities	22,884,629	562,342	268,472	525,070	6,254,813	464,154	491,323	107,107	89,304	31,647,214	(2,306,282)	29,340,932	28,367,010
Unrestricted Net Assets (Deficit)	6,685,115	(211,069)	4,841	(198,455)	518,413	(118,100)	(81,805)	230,590	91,708	6,921,238	(70,000)	6,851,238	7,561,606
Temporarily Restricted Net Assets	118,305	-	-	-	-	-	-	-	-	118,305	-	118,305	329,178
Total Net Assets	6,803,420	(211,069)	4,841	(198,455)	518,413	(118,100)	(81,805)	230,590	91,708	7,039,543	(70,000)	6,969,543	7,890,784
Total Liabilities and Net Assets	$ 29,688,049	$ 351,273	$ 273,313	$ 326,615	$ 6,773,226	$ 346,054	$ 409,518	$ 337,697	$ 181,012	$ 38,686,757	$ (2,376,282)	$ 36,310,475	$ 36,257,794

See Independent Auditors' Report.

HARBOR HOMES, INC.

** Includes Harbor Homes, Inc., Harbor Homes Plymouth, LLC, and Boulder Point, LLC

Consolidating Statement of Activities
For the Year Ended June 30, 2018
(With Comparative Totals for the Year Ended June 30, 2017)

	** Harbor Homes, Inc.	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Home, Inc.	Welcoming Light, Inc.
Public Support and Revenue:							
Public Support:							
State and local grants	$ 9,833,151	$ -	$ -	$ -	$ -	$ -	$ -
Federal grants	3,494,923	-	-	-	3,492,617	-	-
Contributions	822,406	-	-	-	2,231	3,622	7,173
Other grants	669,118	-	-	-	-	-	-
Fundraising events, net	39,196	-	-	-	-	-	-
Total Public Support	14,658,794	-	-	-	3,494,848	3,622	7,173
Revenue:							
Patient services revenues (other), net	1,903,590	-	-	-	2,020,077	1,763,193	-
Patient services revenues (FQHC), net	3,664,163	-	-	-	-	-	-
Department of Housing and Urban Development programs	3,058,843	115,280	104,663	21,353	-	-	129,743
Veterans Administration programs	2,213,701	-	-	-	-	-	-
Contracted services	719,154	-	-	-	298,483	-	-
Rent and service charges, net	735,891	41,301	31,442	21,600	-	-	30,476
Outside rent	554,851	-	-	-	-	-	700
Fees for services	139,400	-	-	-	-	-	150
Miscellaneous	198,608	-	-	-	6,885	-	39,926
Investment income (loss)	40,354	7	38	5	50	-	16
Management fees, net	37,408	-	-	-	-	-	-
Total Revenue	13,265,763	156,588	136,143	42,958	2,325,495	1,763,193	201,011
Total Public Support and Revenue	27,924,557	156,588	136,143	42,958	5,820,343	1,766,815	208,184
Expenses:							
Program	23,954,954	134,424	100,048	35,840	5,051,627	1,832,128	145,743
Administration	2,614,520	10,576	7,850	10,657	667,460	223,787	21,316
Fundraising	559,731	-	-	-	82,259	-	14,068
Total Expenses	27,129,205	145,000	107,898	46,497	5,801,346	2,055,915	181,125
Change in net assets before depreciation	795,352	11,588	28,245	(3,539)	18,997	(289,100)	27,059
Depreciation	1,133,113	25,469	21,386	14,134	230,582	3,009	25,571
Change in net assets	(337,761)	(13,881)	6,859	(17,673)	(211,585)	(292,109)	1,488
Net Assets (Deficit), Beginning of Year	7,141,181	(197,188)	(2,018)	(180,782)	729,998	174,009	(83,293)
Net Assets (Deficit), End of Year	$ 6,803,420	$ (211,069)	$ 4,841	$ (198,455)	$ 518,413	$ (118,100)	$ (81,805)

	Southern NH HIV/AIDS Task Force, Inc.	Milford Regional Counseling Services, Inc.	Subtotal	Eliminations	2018 Total	2017 Total
Public Support and Revenue:						
Public Support:						
State and local grants	$ 1,547,241	$ -	$ 11,380,392	$ -	$ 11,380,392	$ 7,395,845
Federal grants	589,171	-	7,576,711	-	7,576,711	8,074,192
Contributions	33,884	17,365	886,681	-	886,681	1,044,821
Other grants	-	-	669,118	-	669,118	217,600
Fundraising events, net	9,758	-	48,954	-	48,954	33,283
Total Public Support	2,180,054	17,365	20,361,856	-	20,361,856	16,785,341
Revenue:						
Patient services revenues (other), net	-	-	5,686,860		5,686,860	5,512,169
Patient services revenues (FQHC), net	-	-	3,664,163	-	3,664,163	2,430,161
Department of Housing and Urban Development programs	-	-	3,429,882	-	3,429,882	3,420,327
Veterans Administration programs	-	-	2,213,701	-	2,213,701	2,180,799
Contracted services	-	21,460	1,039,097	-	1,039,097	1,044,751
Rent and service charges, net	-	6,739	867,249	-	867,249	825,519
Outside rent	-	-	555,551	-	555,551	432,905
Fees for services	36,186	168,720	344,456	-	344,456	318,808
Miscellaneous	1,656	-	247,075	(70,000)	177,075	27,768
Investment income (loss)	162	-	40,632	-	40,632	26,437
Management fees, net	-	-	37,408	(37,408)	-	-
Total Revenue	38,004	196,919	18,126,074	(107,408)	18,018,666	16,199,644
Total Public Support and Revenue	2,218,058	214,284	38,487,930	(107,408)	38,380,522	32,984,985
Expenses:						
Program	2,050,379	155,566	33,460,709	(37,408)	33,423,301	27,777,021
Administration	148,749	49,532	3,754,447	-	3,754,447	3,176,798
Fundraising	7,669	4,006	667,731	-	667,731	670,846
Total Expenses	2,206,797	209,104	37,882,887	(37,408)	37,845,479	31,624,665
Change in net assets before depreciation	11,261	5,180	605,043	(70,000)	535,043	1,340,320
Depreciation	503	2,517	1,456,284	-	1,456,284	1,354,446
Change in net assets	10,758	2,663	(851,241)	(70,000)	(921,241)	(14,126)
Net Assets (Deficit), Beginning of Year	219,832	89,045	7,890,784	-	7,890,784	7,904,910
Net Assets (Deficit), End of Year	$ 230,590	$ 91,708	$ 7,039,543	$ (70,000)	$ 6,969,543	$ 7,890,784

See Independent Auditors' Report.

CURRENT BOARD OF DIRECTORS LIST (12/1/18)

Officers

Dan Sallet, Chair
Trent Smith, Vice-Chair
David Aponovich, Treasurer
Jared Freilich, Asst.Treasurer
Joel Jaffe, Secretary
Laurie Goguen, Asst. Secretary

Directors

Thomas I. Arnold, III
Jack Balcom
Vijay Bhatt
Vince Chamberlain
Laurie DesRochers
Phil Duhaime
Lynn King
Ed McDonough
Rick Plante

PETER J. KELLEHER, CCSW, LICSW

PROFESSIONAL EXPERIENCE

2006-Present **President & CEO, Southern NH HIV Task Force**
2002-Present **President & CEO, GNCA, Inc. 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 for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a $10,000,000 operating budget; proposal development resulting in more than $3,000,000 in grants annually; oversight of 330 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 mentally ill/ mentally retarded clients. 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.

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

Patricia A. Robitaille, CPA
[redacted]
[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 support
- 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.

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.

Ana Pancine

Objective

To obtain a position within an organization that offers me the opportunity to apply my experiences and academic expertise in the Financial field, and that provides me a chance to enhance my career knowledge.

Experience

December 2006 – Present **Hewlett-Packard** **Nashua, NH**

Service Resource Coordinator *December 2006 - Presently*

- Accountable for all metric reports for the PER Event team in a monthly basis.
- Responsible for revenue booking for two districts.
- Accountable to update, present and distribute all reports related to the department.
- Provide quality reports for upper management to review the progress of the team.
- Responsible for all the billings for Latin America.

August 2001 – December 2006 **Electronic Data Systems(EDS)** **Nashua, NH**

Americas Business Analyst *February 2004 – December 2006*

- Manage ten cost centers with annual expenses of $9m and revenue of $18m, forecast on a quarterly basis, generate expense and revenue accruals, and establish budgetary guidelines for team members.
- Variance reporting monthly for +/-1 % of forecasted to report to senior management.
- Compile, reconcile, and obtain approval from customer for account metrics on a monthly basis.
- Maintain global reporting of 200 employees with specific emphasis on geographic alignment, individual line counts, and organizational charts for account utilization and resource mapping
- Approve time card for temporary employees, main contact for temporary agencies and responsible for hiring/releasing of temporary employees.
- Main contact for all customers located in the Latin America territory.
- Provided Financial Support for account closing.

Quality Controller/ System Support Administrator *June 2003 – February 2005*

- Main contact between administrators and system support to prioritize technical errors.
- Responsible for weekly, monthly and quarterly quality review reporting.
- Responsible for weekly and monthly geography reports.
- Maintain all employee related spreadsheets updated.
- Manage quality review reports to ensure policies and procedures are being followed.
- Mentoring new hires in their assigned positions.
- Communicating with manager for tools necessary for team.
- Categorize and notify managers of any performance issues.
- Provide support for team members with problem solving.

Per Event Administrator *August 2001 – June 2003*

- Responsible for billing revenue.
- General office filing and organization.
- Data Entry.
- Assisting customer needs.
- Solving any customer issues.
- Revenue booking and customer assistance for Latin America/Caribbean territory.
- Assistant and service provided for all customer located in the Latin America/Caribbean/Europe territory.

Skills

- Windows 98/2000/XP
- SIFT – Financial Database
- Microsoft Office
- PEARS/CHAMP/WFM
- NCAS/SAP
- Fluent in Portuguese and Spanish.

Education

Hesser College

- Bachelor of Science, Business Administration – Oct 2005

Southern NH University

- Pursuing MBA and Financial/International Business Certification.

References Available upon request

Graciela Silvia Sironich-Kalkan MD.

Present Mailing Address
[redacted]

Alternative Mailing Address
The Doctor's Office
[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
Azcuenaga 980, Ciudad Autonoma de Buenos Aires, Argentina.
Intensive Care Argentine Society: 1985-1992 associated member 1992-1997Board'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 Theraphy 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. 07/1991-061993

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. 01/84-071984

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.
Universitary 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.; Milei 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,
Rio 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

Physician License Match Results

Physicians

License Number: 16553
License Date: 2/1/2012
Name: SIRONICH-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 BUENOX AIRES 1980
Internship and Year: CARITAS ST ELIZABETHS MEDICAL CENTER - BOSTON, MA 2005

License Expiration Date: 6/30/2014

JONATHAN W. BROWN

[redacted] [redacted]

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

<u>Clinic Director (01/17 to present)</u>
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

<u>Chief Executive Officer (1/15 to 12/17)</u>
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, me[redacted]nce misuse, [redacted] services to approximately 4,000 patient[redacted] the [redacted] Direct reports i[redacted]ities 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

ELISABETH MAGUIRE, LICSW

[redacted]

Affiliations and Specialized Training

• MA LICSW since January 2009, NH LICSW since February 2014

• Member of National Health Service Corps 2016-2018

• Qualified to provide supervision for LICSW licensure since 10.3.2016

• Complicated Grief Treatment Level 1 and 2, Columbia University School of Social Work 2017

• Certificate Program in Cognitive and Behavioral Interventions, Boston University School of Social Work 2012

• Trained in DBT through Two Brattle Center 2005

• National Association of Social Workers member since 2005

Education

Smith College School for Social Work, Northampton, Massachusetts, MSW 2006

- **Thesis:** Evidence-Based Practice and Clinical Social Work: The Ways in Which Social Workers Make Practice Decisions and Track Client Progress

- **Community Project:** Developed focus group on cultural issues and domestic violence for the Women's Resource Center of Rhode Island

Saint Michael's College, Colchester, Vermont, BA, Psychology 2001

- Degree granted Cum Laude
- Member of Psi Chi National Honor Society

Clinical Experience

Behavioral Health Psychotherapist and Clinical Supervisor, Harbor Care Health and Wellness Center, Nashua, NH (February 2015 to present)

- Developed Partial Hospital Program for individuals with co-occurring mental health and substance use disorders
- Provide management and supervision to therapy staff and students in Behavioral Health Department
- Conduct individual psychotherapy with adults using CBT informed treatment to an array of mental health and addictive disorders for clients experiencing a variety of significant psychosocial stressors, including homelessness and poverty
- Provide biopsychosocial assessments and psychotherapy taking into account cultural background, gender, sexual orientation, and other types of diversity

- Collaborate with a multidisciplinary treatment team

Case Manager, McLean Hospital, Alcohol and Addictions Unit, Belmont, MA (January 2018 to present)

- Assess psychosocial needs of clients admitted for treatment of substance use disorder
- Collect collateral information from friends and family regarding client's history of substance use
- Collaborate with multidisciplinary team consisting of physicians, nurses, and mental health staff
- Complete timely documentation in EPIC medical record system

Clinical Social Worker, Department of Mental Health, Tewksbury Hospital, Tewksbury, MA (May 2014 to May 2016)

- Assess biopsychosocial needs of chronically mentally ill clients who frequently are dually diagnosed
- Provide case management for clients of diverse cultural and socioeconomic backgrounds
- Create treatment plans as a collaborative effort with clients and the multi-disciplinary team
- Interface with mental health providers within and outside of the Department of Mental Health
- Coordinate care, outpatient mental health therapy referrals, and assist in securing housing in the process of discharge planning

Outpatient Mental Health Clinician, Brigham and Women's Faulkner Hospital, Boston, MA (February 2010 to January 2015)

- Conduct outpatient individual psychotherapy with adults using CBT and DBT informed treatment modalities to address mood and anxiety disorders and adjustment to life transitions and medical issues
- Provide biopsychosocial assessments and psychotherapy taking into account cultural background, gender, sexual orientation, and other types of diversity
- Collaborate with a multidisciplinary treatment team
- Conduct telephone screenings on intake line and determine appropriateness for individuals to have a detailed in-person assessment for psychotherapy

Medical Psychiatry Service Clinical Social Worker, Brigham and Women's Faulkner Hospital, Boston, MA (October 2011 to May 2014)

- Participate in psychiatric assessment of patients from diverse backgrounds presenting to the emergency department and on medical floors while taking into account various biopsychosocial influences
- Collect collateral information from family members, outpatient treatment teams, and other agencies
- Obtain insurance verification and authorization
- Facilitate timely patient dispositions through coordination of hospital admission or referral to lower level of care

Inpatient Psychiatry Clinical Social Worker, Brigham and Women's Faulkner Hospital, Boston, MA (October 2006 to February 2010)

- Perform biopsychosocial assessments on individuals experiencing acute psychological distress
- Create treatment plans for patients accounting for their needs as a whole person
- Provide individual psychotherapy for patients experiencing mood and anxiety disorders, thought disorders, and substance abuse problems
- Provide family assessments and family therapy
- Provide DBT informed group therapy
- Provide coordination of care and outpatient mental health therapy referrals in the process of discharge planning
- Treatment provided in the context of collaborating with an interdisciplinary treatment team on a fast paced 23-bed psychiatric unit

Social Work Intern, Adult Morning Dialectical Behavior Therapy Program and Adult Evening Program, Two Brattle Center, Cambridge, MA (September 2005 to April 2006)

- Work with highly suicidal and self-injuring adults to decrease life threatening behaviors and build a life worth living through the use of manualized treatment methods
- Co-lead DBT skills groups with staff psychologists and psychiatrists
- Help clients increase their interpersonal effectiveness, regulate emotions, tolerate distress, and become more mindful of the present moment
- Provide on-call skills coaching to clients in crisis in order to help clients use skills learned while in treatment at Two Brattle Center
- Member of Two Brattle Center Dialectical Behavior Therapy consultation team
- Co-lead psychodynamic groups with staff psychologists and mental health clinicians
- Provide clinical administration and case management to young adults

Social Work Intern, Adolescent Inpatient Unit and Safe Quest Partial Hospital Program, Bradley Hospital, East Providence, RI (September 2004 to April 2005)

- Provide family therapy to families of adolescent patients
- Gather collateral information from multiple sources
- Assist in after-care planning as a member of a multidisciplinary team
- Lead weekly therapeutic activity group for six to eight adolescents to prevent the need for higher level of care
- Conduct bi-weekly individual therapy for three adolescents in crisis

<u>**Television Appearance**</u>

- Interviewed on WMUR NH Channel 9 on connection between mental health and substance use disorders, July 24, 2017

Jennifer Carol Parson, R.N., B.S.N.

[redacted]

OBJECTIVE:

To combine my global health & community-based work experience into a public health position, which focuses on prevention and intervention. My goal is to serve the underserved, and to combine my nursing skills, with my training and organizational skills. I wish to mix clinical work with health administration and serve the community, preferably in a community health organization.

EXPERIENCE

Harbor Care Health and Wellness Center *November 2018 - Present*

Program Manager of HIV Early Intervention Services

- Coordinating and/or delivering training of Primary Care staff in rapid POC testing; HIV test counseling; linkage of newly diagnosed and PrEP
- Coordinating the adoption/adaptations of a behavioral intervention for High Risk Negatives according to CDC requirements; training on the intervention and delivery in Primary Care
- Coordinating and delivering trainings on linkage and health literacy to newly diagnosed to Primary Care Providers
- Assisting in the creation of PrEP program and delivery in Primary Care
- Assisting in the delivery of all EIS services in Primary Care as needed.
- Writing and maintaining EIS policies and protocols.
- Assistance and guidance on updating EHR to assist with data collection, PrEP treatment, and EIS referral tracking and services.
- Outreach to key points of entry in the community and the setting up a formal referral site for support services to EIS newly diagnosed and high-risk patients.
- Creation of program educational material, communications, flyers for EIS
- Maintaining compliance with program funding contracts; communication with funders; work plans and documentation of deliverables; and regular required data collection and reporting.
- Facilitating internal and external communications to support EIS program service delivery.
- Ongoing maintenance, quality assurance, evaluation and monitoring of EIS services

Personal self-care *Feb 2015 – November 2018*

Luang Prabang Hospital for Children ~ Luang Prabang, Laos *August 2014 - February 2015*

Director of Nursing

- Worked side by side with local and ex-patriot staff to open up the first children's hospital in Luang Prabang, Laos.
- Provide access to early health care in the areas of communicable disease, HIV screening/treatment, pediatrics, and health education.
- Recruited and hired local nurses to begin a 12-week training program in English and Pediatric nursing.
- Provided lectures and one-on-one mentorship to nurses and doctors.
- Equipment procurement from multiple vendors for the new hospital.
- Assisted in grant writing in the area of infant and child mortality.
- Oversaw all nursing, equipment and supply related issues.

University of California, San Francisco (UCSF) San Francisco, CA

Staff Nurse II, Intensive Care Nursery *June 2000 - February 2005*

Per Diem Nurse, Intensive Care Nursery *November 2005 - November 2006*

Staff Nurse III, Pediatric/Neonatal Critical Care Emergency Transport Team *July 2007 – February 2014*

Dispatch Call Center and Administration Assistant *February 2014 - August 2014*

- Served as a staff nurse at this level 3 neonatal and pediatric hospital.
- Stabilization and transport of critically ill infants and children to UCSF.
- Cardiac Care Team 2001-2002.
- Serve as a admission nurse, attending all high-risk deliveries.
- Exhibit motivation and dedication by providing the highest quality of care to each patient and their families.

- Worked in the life-flight dispatch unit in a fast-paced call center answering calls, bridging to multiple outside modes of transportation.
    - Updated EMR in the data collection per state guidelines for all neonates (<28 days) for referral tracking and available services.
- Tracking different team positions at all times and entering that data into our database.
- Filing, faxing, helping of presentations, payroll, and general administrative work.

International Pediatric Outreach Project (IPOP) / Global Strategies
Director of Nursing *2006 - 2014*

- Served as a board member and nursing director for multiple projects in:
    - Saragur India:
    - Democratic Republic of Congo, Africa: EIS for at risk sex workers in the area of primary care, HIV screening, prevention, and treatment
    - Liberia, Africa: Focused on maternal child transmission of HIV. Data entry for tracking and access to services in at risk communities.
- Fundraising and tax management for IPOP
- Organizing International transportation, accommodations, and insurance for volunteers.
- Keeping a calendar for board meetings, fundraisers, and passport information.
- Maintaining potential donor and tax credit database.
- Providing support to other board members writing proposals and grants.

Angkor Hospital for Children Siem Reap, Cambodia *March 2005 - August 2005*
Director of Nursing Education *November 2006 - July 2007*

- Worked at this NGO, helping to improve nursing knowledge when caring for infants and children with intensive care needs.
- Organization of nursing documentation for the ICU.
- Worked as a technical advisor in the newly accredited teaching hospital.
- Daily hands on nursing teaching and lectures regarding patient care, procedure, and critical thinking.
- Created nursing protocols to standardize and improve patient care.
- Established weekly nursing journal club enabling nurses can stay on top of current evidence-based practice.
- Educated staff on computer use from internet skills to spreadsheets and work documents.
- Focus on Maternal child prevention of HIV transmission

Partners in Health Neno, Malawi *May 2013 - August 2013*
Nurse Educator

- Instruction to local health care providers on the topic of Helping Babies Breath.
- Establish a 4 bed Neonatal Unit.
- Provided lectures and one-on-one mentorship in the delivery and care of neonates.
- Provided housing for at risk mothers at 32 weeks gestation for early detection of HIV, prevention of transmission to unborn child, and access to health providers in home villages.

Heal Africa, Goma, Democratic Republic of Congo *March 2008 - June 2008*
Director of Nursing Education and Recruitment *June 2009 - May 2010*

- Instruction to local health care providers on the topic of Neonatal Resuscitation
- Establish a 10 bed Neonatal Unit.
    - Identified and retained dedicated neonatal nurses and provided one on one mentorship in providing care of the sick neonate.
    - Established nursing charting and unit protocols that are now serving as a role model for the rest of the hospital.
    - Provided long-term housing and skills training to intermittently displaced women and their children due to war, VVF, rape, HIV ostracized from their home villages.
    - HIV and STD screening, prevention and treatment.

Swami Vivekanada Youth Memorial Hospital Saragur, India *September 2005 - October 2005*
Research Nurse *August 2007 - October 2010*

- Worked with this NGO, helping to improve nursing knowledge in basic newborn care.
- Started a research project dealing with infant mortality.

- Returned to SVYM to follow up on research and perform data entry and the surveys that were given to both hospitals born babies and village born babies.

Lucile Packard Children's' Hospital @ Stanford **Palo Alto, California** *February 2003 - November 2003*
Relief Nurse, Intensive Care Nursery

- Served as a relief nurse at this Level 3 regional referral center. Responsible for providing care similar to that listed at UCSF. (see above)

CERTIFICATIONS / LICENSE

- Basic Life Support (BLS), Neonatal Resuscitation Program (NRP), Pediatric Advanced Life Support (PALS)
- Registered Nurse - State of California
- Introduction To Medical Coding - May - July 2018

EDUCATIONAL BACKGROUND

- **SAN FRANCISCO STATE UNIVERSITY** San Francisco, California *May 2000*

Bachelor of Science in Nursing

- **FOOTHILL COLLEGE** Los Altos, California *June 1997*

Associates in Science

SKILLS

Word, Excel, PowerPoint, Salesforce, Golden Hour, Social Media, ICD - 10 CM, CPT

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Harbor Homes, Inc.

Name of Program/Service: EIS Key Personnel

BUDGET PERIOD:	**FY 2020**		
Name & Title Key Administrative Personnel	**Annual Salary of Key Administrative Personnel**	**Percentage of Salary Paid by Contract**	**Total Salary Amount Paid by Contract**
Peter Kelleher, President and CEO	$338,146	0.00%	$0.00
Patricia Robitaille, CFO	$150,000	0.00%	$0.00
Vaness a Talasazan Chief Strategey Officer	$115,000	0.00%	$0.00
Ana Pancine, Chief Revenue Officer	$115,000	0.00%	$0.00
Graciella Sironich-Kalkin, Medical Director	$208,000	3.00%	$6,240.00
Jonathan Brown, Clinic Director	$130,000	2.00%	$2,600.00
Elisabeth Maguire, Clinical Supervisor	$75,000	13.30%	$9,975.00
Jennifer Parson, Program Manager	$69,010	100.00%	$69,010.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			**$87,825.00**

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

JUN10'19 PM 1:19 DAS 78A mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 7, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with Harbor Homes, Inc., Vendor #155358-B001, 45 High Street Nashua, New Hampshire, 03060, for the provision of early intervention services and behavioral counseling to individuals at risk for acquiring Human Immunodeficiency Virus, by increasing the price limitation by $99,478 from $347,184 to $446,662 and by extending the completion date from June 30, 2019 to October 31, 2019, effective upon Governor and Executive Council approval. 51% Federal Funds, 49% Other Funds.

This agreement was originally approved by the Governor and Executive Council on February 21, 2018 (Item #7).

Funds are anticipated to be available in State Fiscal Year (SFY) 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office.

05-95-90-902510-75360000 DEPARTMENT OF HEALTH AND HUMAN SERVICES, SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	90024000	$30,000	$0.00	$30,000
2019	102-500731	Contracts for Prog Svc	90024000	$30,000	$0.00	$30,000
2020	102-500731	Contracts for Prog Svc	90024000	$0.00	$8,790	$8,790
			Subtotal	***$60,000***	***$8,790***	***$68,790***

05-95-90-902510-22290000 DEPARTMENT OF HEALTH AND HUMAN SERVICES, SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, PHARMACEUTICAL REBATES

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	90024611	$143,592	$0.00	$143,592
2019	102-500731	Contracts for Prog Svc	90024611	$143,592	$0.00	$143,592
2020	102-500731	Contracts for Prog Svc	90024611	$0.00	$49,070	$49,070
			Subtotal	***$287,184***	***$49,070***	***$336,254***

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	90021006	$0.00	$0.00	$0.00
2019	102-500731	Contracts for Prog Svc	90021006	$0.00	$0.00	$0.00
2020	102-500731	Contracts for Prog Svc	90021006	$0.00	$41,618	$41,618
			Subtotal	***$0.00***	***$41,618***	***$41,618***
			Total	**$347,184**	**$99,478**	**$446,662**

EXPLANATION

The purpose of this request is to continue providing early intervention services and behavioral counseling to individuals who have been identified to meet the Centers for Disease Control and Prevention's guidelines for routine Human Immunodeficiency Virus testing.

Individuals with Human Immunodeficiency Virus, who receive medical services prior to their condition advancing to Acquired Immune Deficiency Syndrome, improve their health outcomes, which decreases the likelihood of transmitting the virus to others. Additionally, the United States Preventative Services Taskforce recognizes that behavioral counseling interventions in a clinical setting are an important means of addressing prevalent health-related behaviors, such as risky sexual behavior.

The approximate numbers of individuals served during the original contract period is 234. The Department anticipates another 500 individuals will receive services during this contract renewal period.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for four (4) months at this time.

The Contractor continues to provide early intervention services, including routine Human Immunodeficiency Virus testing, to make individuals aware of their Human Immunodeficiency Virus status. Individuals who test positive for Human Immunodeficiency Virus will receive health education and linkage to Human Immunodeficiency Virus care services. Linkage to care is essential to ensure that an individual is provided the opportunity to be placed on anti-retroviral medication with a goal of viral suppression, which greatly decreases the likelihood that the individual will transmit the virus to others. The Contractor will provide behavioral counseling to clients who test negative for Human Immunodeficiency Virus but are at high risk of acquiring Human Immunodeficiency Virus. The goal of the behavioral counseling will be to identify behavior changes needed to reduce the individual's risk for acquiring Human Immunodeficiency Virus.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

1. Referral and Linkage to Care – Percentage of individuals with positive HIV tests linked to HIV care. Percentage of individuals with positive HIV tests that attend their first appointment:
   - 95% of all newly identified HIV cases will have a documented referral to HIV medical care at the time of positive test result.
   - 90% of all newly identified HIV cases will have documented attendance at their first HIV medical care appointment within 30 days of date of referral.
2. HIV Testing – Number of tests performed. The vendor(s) will perform a minimum number of (to be determined within 150 days of award) HIV tests annually following the testing recommendations outlined in the Centers for Disease Control and Prevention Routine HIV Testing Guidelines, 2006.
3. Behavioral Counseling. The vendor(s) will ensure that the Behavioral Counseling intervention will serve individuals at high risk of acquiring HIV.
   - 75% of the Behavioral Counseling caseload shall consist of HIV negative individuals who identify with one of the following risk factors:
     - Male who at the time of referral reports having unprotected sex with men; and
     - Person who injects drugs whom at the time of referral reports sharing drug injection equipment.

Should the Governor and Executive Council not authorize this request, early intervention services may not continue to be available to New Hampshire residents who are unaware of their Human Immunodeficiency Virus status. This could result in increased transmission of Human Immunodeficiency Virus in the community. Additionally, behavioral counseling may not be provided to clients, which would increase their risk and the risk of transmission to others in acquiring Human Immunodeficiency Virus.

Area served: Nashua Area.

Source of Funds: 51% Federal Funds from Centers for Disease Control and Prevention, Integrated Prevention and Surveillance Grant, CFDA# 93.940, FAIN U62PS924538, and 49% Other Funds from Pharmaceutical Rebates.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Early Intervention Services and Behavioral Counseling for HIV

This 1st Amendment to the Early Intervention Services for Human Immunodeficiency Virus contract (hereinafter referred to as "Amendment #1") 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 nonprofit corporation with a place of business at 45 High Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 21, 2018, (Item #7), 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 and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions Paragraph 3 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 extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 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 1.7, Completion Date, to read:

   October 31, 2019.

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

   $446,662.

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

   Nathan White, Director.

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

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1 – Scope of Services.

6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1.1 and replace with:

   1.1 Payment shall be on a cost reimbursement basis for actual costs incurred in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-4, Budget Sheet.

7. Add Exhibit B-3, Budget Sheet, Amendment #1

8. Add Exhibit B-4, Budget Sheet, Amendment #1

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

6/6/19
Date

Name: LISA MORRIS
Title: DIRECTOR, DPHS

Harbor Homes Inc.

5/30/19
Date

Name: Peter Kelleher
Title: President + CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 5/30/2019, 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 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

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

OFFICE OF THE ATTORNEY GENERAL

6/10/19
Date

Name: Lisa M English
Title: Special 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 A, Amendment #1

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall provide Early Intervention Services (EIS) for Human Immunodeficiency Virus (HIV) to all EIS-eligible individuals receiving primary care services in order to assist individuals who are unaware of their HIV status to learn of their status and receive either referral to prevention services or referrals to linkages to HIV care services.

1.4. The Contractor shall provide Behavioral Counseling services to all EIS eligible individuals who test negative through EIS for HIV but are identified to be at high risk of acquiring HIV.

1.5. The Contractor shall develop policies and procedures for delivering Early Intervention Services (EIS) and Behavioral Counseling Interventions in accordance with EIS Standards of Care.

1.6. The Contractor shall hire one (1) FTE Master's level program coordinator and one (1) .250 FTE Behavioral Health counselor, both of which shall be dedicated in their capacity to perform duties specified in Section 2 Scope of Work.

2. Scope of Work

2.1. The Contractor shall continue implementation of an Early Intervention Service (EIS) Program that follows the Department's New Hampshire Ryan White Program Standards of Care for EIS and the Centers for Disease Control and Prevention Routine HIV Testing Guidelines (2006).

2.2. The Contractor shall ensure the EIS Program services include but are not

Contractor Initials PK

Date 5/30/19

limited to:

2.2.1. Routine HIV Testing and Targeted Counseling;

2.2.2. Referral Services;

2.2.3. Linkage to Care; and

2.2.4. Outreach Services and Health Education/Risk reduction related to HIV diagnosis as well as literacy training to HIV positive clients to navigate the HIV system of care.

2.3. The Contractor shall deliver Behavioral Counseling interventions as outlined by the United States Preventative Services Taskforce (USPSTF), as approved by DPHS.

2.4. The Contractor shall ensure Behavioral Counseling, as developed in collaboration with the Department, is provided to individuals who are identified as being at high risk for acquiring HIV.

2.5. The Contractor shall reach the target population through external referrals, outreach activities; and strong collaborative relationships with area agencies. The Contractor shall:

2.5.1. Ensure clinical staff is supplied with a fact sheet that provides information and answers to questions that may be received from patients about the HIV testing program.

2.5.2. Ensure clinical staff is supplied with scripts to address testing and HIV risk with patients and to make effective referrals to HIV testing and health clinicians.

2.5.3. Distribute printed materials regarding EIS to key agencies and public areas in the City of Nashua.

2.5.4. Ensure printed materials in Section 2.5.3 above include, but are not limited to:

2.5.4.1. Flyers.

2.5.4.2. Testing cards.

2.5.4.3. Condoms with testing information labels.

2.5.4.4. Informational pamphlets.

2.5.5. Ensure information regarding EIS is available on-line through the clinic website and partners' Facebook pages. The Contractor shall encourage partner agencies to provide similar access to EIS/HIV information on their websites.

2.5.6. Provide education and in-house training to partner agency staff on HIV testing and effective referrals to services.

2.6. The Contractor shall provide patient follow up that including but is not limited to:

2.6.1. Informing patients on confidentiality and how the testing process will occur.

2.6.2. Informing patients with confirmed positive test results of linkages to medical care and support around partner testing.

2.6.3. Providing health education and literacy training.

2.6.4. Notifying the Department's Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS) by telephone of all HIV preliminary positive test results no later than 4:00 PM the following business day after the day of testing.

2.6.5. Assisting the Department's IDPICSS with contacting patients with a positive HIV diagnose for the purpose of eliciting, identifying and locating information on sexual and/or needle-sharing partners.

2.6.6. Providing health education and literacy training.

2.7. The Contractor shall conduct HIV testing activities that include, but are not limited to:

2.7.1. Utilizing all insurance options for the payment of HIV testing services whenever possible.

2.7.2. Ordering HIV rapid test and specimen collection kits from the Department for uninsured and underinsured individuals.

2.7.3. Providing HIV testing in primary care settings that are simple, accessible, and straight forward in order to minimize client barriers.

2.7.4. Providing HIV testing utilizing fourth (4th) generation HIV testing technology

2.7.5. Completing specimen collection for HIV tests.

2.7.6. Submitting specimens to the Department within 72 hours of specimen collection.

2.7.7. Completing Department-approved training for:

2.7.7.1. The operation of the rapid test technology.

2.7.7.2. Data collection.

2.7.7.3. Counseling and referral services.

2.8. The Contractor shall ensure program staff attend meetings and trainings that include, but are not limited to:

2.8.1. Implementation of Routine HIV Testing in Health Care Settings: Issues for Community Health Centers.

2.8.2. Sexually Transmitted Diseases Treatment Guidelines.

2.8.3. Pre-Exposure Prophylaxis (PrEP).

2.8.4. Post-Exposure Prophylaxis (PEP).

2.8.5. Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health Care Settings.

2.9. The Contractor shall deliver Hepatitis C (HCV) testing services, as funding is available per Department approval. Services include but are not limited to:

2.9.1. Ordering HCV rapid test and specimen collection kits from the Department for uninsured and underinsured individuals.

2.9.2. Providing HCV testing in primary care settings that are simple, accessible, and straight forward in order to minimize client barriers.

2.9.3. Providing HCV testing utilizing rapid HCV testing technology.

2.9.4. Completing specimen collection for HCV tests.

2.9.5. Submitting specimens to the Department within 72 hours of specimen collection.

3. Staffing Requirements

3.1. The Contractor shall identify one staff person as the primary agency staff person to serve as the Department's point of contact who is responsible for responding to any Department staff inquiries and ensuring all required reporting is complete within the specified timeframe.

3.2. The Contractor shall maintain a level of staffing necessary to perform and complete all functions, requirements, roles, and duties of the contract.

3.3. The Contractor shall train all new staff who interact with EIS clients utilizing the HIV Navigation Services Program within three (3) months of hire.

3.4. The Contractor shall ensure that staff who perform testing services are trained in using the appropriate test technology as well as trained in providing any necessary pre and post test counseling that may be required.

3.5. The Contractor shall comply with the Department's security and confidentiality guidelines related to all protected health information, such as but not limited to the Health Insurance Portability Act Business Associate Agreement.

3.6. The Contractor shall comply with New Hampshire Administrative Rule He-P 301.02 Reportable Diseases.

4. Reporting Requirements and Record Keeping

4.1. The Contractor shall collect and submit forms that include client level name-based data as specified in the reporting forms provided by the Department. The Contractor shall:

4.1.1. Submit all required documentation related to HIV testing and counseling on appropriate forms supplied by the Department for each client supported by these funds.

4.1.2. Collect forms in a secured area for bulk submission to the Department on the first (1st) business day of every month.

4.2. The Contractor shall maintain ongoing medical records for each individual served. Information in each record shall include, but is not limited to:

4.2.1. Documentation of on-site provisions for all EIS services and Behavioral Counseling.

4.2.2. Reports of the number of HIV tests conducted and positive test results.

4.2.3. Documentation of HIV testing activities and methods.

4.2.4. Documentation of the number of referrals for health care and supportive services, as per DPHS Guidelines.

4.3. The Contractor shall document the number of referrals and connections to Behavioral Counseling addressing the risk for HIV acquisition.

4.4. The Contractor shall submit a quarterly report, in a format approved by the Department that:

4.4.1. Outlines program implementation progress, challenges, performance measures and spending.

4.4.2. Includes the number of new staff who have been hired and trained in HIV Navigation Services (HNS).

5. Tasks & Deliverables

5.1. The Contractor shall update the workplan on at least an annual basis, or as needed, and submit the updated plan to the Department for review and approval.

5.2. The Contractor shall complete EIS HIV testing forms for all test kits purchased by the Department.

6. Performance Measures

6.1.1. Performance Measure #1: To ensure that eligible EIS clients who are tested for HIV receive their results in an appropriate timeframe as follows;

6.1.1.1. Target: 90% of HIV test results performed on the EIS Population will be returned to clients within 3 business days of testing date;

6.1.1.2. Numerator: The number of HIV test results among the clients that fall within the EIS population returned within 3 business days of the test date; and

6.1.1.3. Denominator: The number of HIV tests performed on EIS clients that fall within the HIV target population.

6.1.1.4. Data Source: Contractor shall track data independently and report in the aggregate, on the quarterly report outlined in 4.2.

6.1.2. Performance Measure #2: To ensure that EIS clients who test positive for HIV receive their test results in appropriate time frames as follows:

6.1.2.1. Target: 95% of newly identified, confirmed HIV positive test results will be returned to clients within 3 business days;

6.1.2.2. Numerator: The number of newly identified, confirmed HIV positive test results returned to clients within 3 business days of the test date; and

6.1.2.3. Denominator: The number of newly identified, confirmed HIV positive test results.

6.1.2.4. Data Source: Contractor shall track data independently and report in the aggregate, on the quarterly report outlined in 4.2.

6.1.3. Performance Measure #3: To ensure that clients who test positive for HIV receive timely access to appropriate medical care services as follows:

6.1.3.1. Target: 95% of newly identified HIV positive cases referred to medical care will attend their first medical appointment within 30 days of receiving a positive test result;

6.1.3.2. Numerator: The number cases referred to medical care that attend their first medical appointment within 30 days of receiving a positive test result; and

6.1.3.3. Denominator: The number of newly identified HIV positive cases that are referred to medical care services.

6.1.3.4. Data Source: Contractor shall track data independently and report in the aggregate, on the quarterly report outlined in 4.2.

7. Maintenance of Fiscal Integrity

7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

7.1.1. Days of Cash on Hand:

7.1.1.1. Definition: The days of operating expenses, that can be covered by the unrestricted cash on hand.

7.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

7.1.2.2. Formula: Total current assets divided by total current liabilities.

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

7.1.4. Net Assets to Total Assets:

7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

7.2. In the event that the Contractor does not meet either:

7.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

7.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

7.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

7.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 7.2.1 and/or 7.2.2 have not been met.

7.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

7.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

7.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

7.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

New Hampshire Department of Health and Human Services

Contractor name HARBOR HOMES, INC.

Budget Request for: Early Intervention Services and Behavioral Counseling for HIV

Budget Period: JULY 1, 2019 through October 31, 2019

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	$ 35,072.00	$ -	$ 35,072.00	$ -	$ -	$ -	$ 35,072.00	$ -	$ 35,072.00
2. Employee Benefits	$ 8,768.00	$ -	$ 8,768.00	$ -	$ -	$ -	$ 8,768.00	$ -	$ 8,768.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 333.00	$ -	$ 333.00	$ -	$ -	$ -	$ 333.00	$ -	$ 333.00
Lab	$ 400.00	$ -	$ 400.00	$ -	$ -	$ -	$ 400.00	$ -	$ 400.00
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 400.00	$ -	$ 400.00	$ -	$ -	$ -	$ 400.00	$ -	$ 400.00
6. Travel	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00	$ -	$ 600.00
7. Occupancy	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800.00	$ -	$ 800.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 166.00	$ -	$ 166.00	$ -	$ -	$ -	$ 166.00	$ -	$ 166.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 666.00	$ -	$ 666.00	$ -	$ -	$ -	$ 666.00	$ -	$ 666.00
10. Marketing/Communications	$ 1,666.00	$ -	$ 1,666.00	$ -	$ -	$ -	$ 1,666.00	$ -	$ 1,666.00
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Conferences	$ 348.00	$ -	$ 348.00	$ -	$ -	$ -	$ 348.00	$ -	$ 348.00
Indirect expenses/Admin	$ 7,641.00	$ -	$ 7,641.00	$ -	$ -	$ -	$ 7,641.00	$ -	$ 7,641.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 57,860.00	$ -	$ 57,860.00	$ -	$ -	$ -	$ 57,860.00	$ -	$ 57,860.00

Indirect As A Percent of Direct 0.0%

Contractor Initials PP

Date 5/30/19

New Hampshire Department of Health and Human Services

Contractor name Harbor Homes Inc.

Budget Request for: HCV

Budget Period: July 1, 2019 - October 31, 2019

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	$ 11,880.00	$ 2,070.68	$ 13,950.68	$ -	$ -	$ -	$ 11,880.00	$ 2,070.68	$ 13,950.68
2. Employee Benefits	$ 2,970.00	$ 517.67	$ 3,487.67	$ -	$ -	$ -	$ 2,970.00	$ 517.67	$ 3,487.67
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00	$ -	$ 100.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 23,475.00	$ -	$ 23,475.00	$ -	$ -	$ -	$ 23,475.00	$ -	$ 23,475.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 604.00	$ -	$ 604.00	$ -	$ -	$ -	$ 604.00	$ -	$ 604.00
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	$ 39,029.00	$ 2,588.36	$ 41,617.36	$ -	$ -	$ -	$ 39,029.00	$ 2,588.36	$ 41,617.36

Indirect As A Percent of Direct 6.6%

Contractor Initials PK

Date 5/30/19

7 mac

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 · TDD Access: 1-800-735-2964
www.dhhs.nh.gov

January 29, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, to enter into an agreement with Harbor Homes, Inc, Vendor #155358-B001, 45 High Street Nashua, New Hampshire, 03060, to provide early intervention services and behavioral counseling to individuals at risk for acquiring Human Immunodeficiency Virus, in an amount not to exceed $347,184, effective Governor and the Executive Council approval through June 30, 2019. 17% Federal Funds, 83% Other Funds.

Funds are available in the following accounts for SFY 2018 and SFY 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without approval from Governor and Executive Council, if needed and justified.

05-95-90-902510-75360000 DEPARTMENT OF HEALTH AND HUMAN SERVICES, SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	90024000	$30,000
2019	102-500731	Contracts for Prog Svc	90024000	$30,000
			Total	**$60,000**

05-95-90-902510-22290000 DEPARTMENT OF HEALTH AND HUMAN SERVICES, SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, PHARMACEUTICAL REBATES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	90024611	$143,592
2019	102-500731	Contracts for Prog Svc	90024611	$143,592
			Total	**$287,184**

EXPLANATION

The purpose of this request is to provide early intervention services and behavioral counseling to individuals who have been identified to meet the Centers for Disease Control and Prevention's guidelines for routine Human Immunodeficiency Virus testing. Individuals with Human Immunodeficiency Virus who receive medical care earlier, before their condition advances to Acquired Immune Deficiency Syndrome, improve their health outcomes, which decreases the likelihood of transmitting the virus to others. The United States Preventative Services Taskforce also recognizes that behavioral counseling interventions in a clinical setting are an important means of addressing prevalent health-related behaviors, such as risky sexual behavior.

The Contractor will provide early intervention services, including routine Human Immunodeficiency Virus testing, to make individuals aware of their Human Immunodeficiency Virus status. Individuals who test positive for Human Immunodeficiency Virus will receive health education and linkage to Human Immunodeficiency Virus care services. Linkage to care is essential in ensuring an individual is provided the opportunity to be placed on anti-retroviral medication with a goal of viral suppression, which greatly decreases the likelihood that the individual will transmit the virus to others. Additionally, the Contractor will provide behavioral counseling to clients who test negative for Human Immunodeficiency Virus but are at high risk of acquiring Human Immunodeficiency Virus. The goal of the behavioral counseling will be to identify behavior changes to reduce the individual's risks for acquiring Human Immunodeficiency Virus.

Harbor Homes, Inc., a Federally Qualified Community Health Center, was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department's website from January 27, 2017 through March 9, 2017. The Department received one proposal. The proposal was reviewed and scored by a team of individuals with program-specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Score Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

1. Referral and Linkage to Care – Percentage of individuals with positive HIV tests linked to HIV care. Percentage of individuals with positive HIV tests that attend their first appointment:
   - 95% of all newly identified HIV cases will have a documented referral to HIV medical care at the time of positive test result.
   - 90% of all newly identified HIV cases will have documented attendance at their first HIV medical care appointment within 30 days of date of referral.
2. HIV Testing – Number of tests performed. The vendor(s) will perform a minimum number of (to be determined within 150 days of award) HIV tests annually following the testing recommendations outlined in the Centers for Disease Control and Prevention Routine HIV Testing Guidelines, 2006.

3. Behavioral Counseling. The vendor(s) will ensure that the Behavioral Counseling intervention will serve individuals at high risk of acquiring HIV.

   - 75% of the Behavioral Counseling caseload shall consist of HIV negative individuals who identify with one of the following risk factors:

     - o Male who at the time of referral reports having unprotected sex with men; and
     - o Person who injects drugs who at the time of referral reports sharing drug injection equipment.

Should Governor and Executive Council not authorize this request, early intervention services may not be available to New Hampshire residents who are unaware of their Human Immunodeficiency Virus status. This could result in increased transmission of Human Immunodeficiency Virus in the community. Behavioral counseling may not be provided to clients, which would otherwise reduce their risk of acquiring Human Immunodeficiency Virus with the goal of preventing new Human Immunodeficiency Virus in the community.

Area served: Nashua Area.

Source of Funds: 17% Federal Funds from Centers for Disease Control and Prevention, Integrated Prevention and Surveillance Grant, CFDA# 93.940, FAIN U62PS924538, and 83% Other Funds from Pharmaceutical Rebates.

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

Respectfully submitted,

Lisa M. Morris, MSSW
Director

Approved by:

for Jeffrey A. Meyers
Commissioner

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

Early Intervention Services and Behavioral Counseling for Human Immunodeficiency Virus
RFP Name

RFP-2017-BIDC-15-EARLY
RFP Number

Bidder Name

1.	Harbor Homes, Inc.

Maximum Points	Actual Points
200	150
200	0
200	0

Reviewer Names

1. Lindsay Pierce, Supervisor VII
2. Lisa Ouellette, Program Manager
3. Lisa Roy, Viral Hepatitis Program Coordinator
4. Richelle Swanson, Administrator III
5. Jen Conroy, Business Administrator II

FORM NUMBER P-37 (version 5/8/15)

Subject: Early Intervention Services and Behavioral Counseling for HIV (RFP-2017-BIDC-15-EARLY)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 45 High Street Nashua, NH 03060	
1.5 Contractor Phone Number (603) 882-3616 X 1103	1.6 Account Number 05-95-90-902510-75360000 05-95-90-902510-22290000	1.7 Completion Date June 30, 2019	1.8 Price Limitation $347,184
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director		1.10 State Agency Telephone Number (603) 271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Peter Kelleher President & CEO	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On 12/19/2017, 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

[signature]

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

William C. Martin

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

1.14 State Agency Signature [signature] Date: 1/25/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS

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: [signature] Megan A. [illegible] - Attorney On: 1/31/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JK
Date 12/19/17

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 $1,000,000per 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 PK

Date 12/19/17

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials [handwritten initials]
Date 12/19/17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall provide Early Intervention Services (EIS) for Human Immunodeficiency Virus (HIV) to all EIS-eligible individuals receiving primary care services in order to assist individuals who are unaware of their HIV status to learn of their status and receive either referral to prevention services or referrals to linkages to HIV care services.

1.4. The Contractor shall provide Behavioral Counseling services to all EIS eligible individuals who test negative through EIS for HIV but are identified to be at high risk of acquiring HIV.

1.5. The Contractor shall develop policies and procedures for delivering Early Intervention Services (EIS) and Behavioral Counseling Interventions in accordance with EIS Standards of Care.

1.6. The Contractor shall hire one (1) FTE Master's level program coordinator and one (1) .250 FTE Behavioral Health counselor, both of which shall be dedicated in their capacity to perform duties specified in Section 2 Scope of Work.

2. Scope of Work

2.1. The Contractor shall develop an Early Intervention Service (EIS) Program that follows the Department's New Hampshire Ryan White Program Standards of Care for EIS and the Centers for Disease Control and Prevention Routine HIV Testing Guidelines (2006).

2.2. The Contractor shall ensure the EIS Program services include but are not limited to:

2.2.1. Routine HIV Testing and Targeted Counseling;

2.2.2. Referral Services;

2.2.3. Linkage to Care; and

2.2.4. Health Education and literacy training to HIV positive clients to navigate the HIV system of care.

2.3. The Contractor shall develop Behavioral Counseling interventions as outlined by the United States Preventative Services Taskforce (USPSTF).

2.4. The Contractor shall ensure Behavioral Counseling, as developed in collaboration with the Department, is provided to individuals who are identified as being at high risk for acquiring HIV.

2.5. The Contractor shall reach the target population through external referrals, outreach activities; and strong collaborative relationships with area agencies. The Contractor shall:

2.5.1. Ensure clinical staff is supplied with a fact sheet that provides information and answers to questions that may be received from patients about the HIV testing program.

2.5.2. Ensure clinical staff is supplied with scripts to address testing and HIV risk with patients and to make effective referrals to HIV testing and health clinicians.

2.5.3. Distribute printed materials regarding EIS to key agencies and public areas in the City of Nashua.

2.5.4. Ensure printed materials in Section 2.5.3 above include, but are not limited to:

2.5.4.1. Flyers.

2.5.4.2. Testing cards.

2.5.4.3. Condoms with testing information labels.

2.5.4.4. Informational pamphlets.

2.5.5. Ensure information regarding EIS is available on-line through the clinic website and PSL partners' Facebook pages. The Contractor shall encourage partner agencies to provide similar access to EIS/HIV information on their websites.

2.5.6. Provide education and in-house training to partner agency staff on HIV testing and effective referrals to services.

2.6. The Contractor shall provide patient follow up that includes, but is not limited to:

2.6.1. Informing patients on confidentiality and how the testing process will occur.

2.6.2. Informing patients with confirmed positive test results of linkages to medical care and support around partner testing.

2.6.3. Providing health education and literacy training.

2.6.4. Notifying the Department's Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS) by telephone of all HIV preliminary positive test results no later than 4:00 PM the following business day after the day of testing.

2.6.5. Assisting the Department's IDPICSS with contacting patients with a positive HIV diagnose for the purpose of eliciting, identifying and locating information on sexual and/or needle-sharing partners.

2.6.6. Providing health education and literacy training.

2.7. The Contractor shall conduct HIV testing activities that include, but are not limited to:

2.7.1. Ordering HIV rapid test and specimen collection kits from the Department.

2.7.2. Providing HIV testing in primary care settings that are simple, accessible, and straight forward in order to minimize client barriers.

2.7.3. Providing HIV testing utilizing:

2.7.3.1. Fourth (4th) generation HIV testing technology for individuals who meet the criteria of a recent exposure to HIV.

2.7.3.2. Rapid HIV testing technology for all individuals who do not meet the criteria of a recent exposure to HIV.

2.7.4. Completing specimen collection for the HIV tests.

2.7.5. Submitting specimens the Department within 72 hours of specimen collection.

2.7.6. Completing Department-approved training for:

2.7.6.1. The operation of the rapid test technology.

2.7.6.2. Data collection.

2.7.6.3. Counseling and referral services.

2.8. The Contractor shall ensure program staff attend meetings and trainings that include, but are not limited to:

2.8.1. Implementation of Routine HIV Testing in Health Care Settings: Issues for Community Health Centers.

2.8.2. The 2013 US Preventive Services Task Force (USPSTF) Recommendations on HIV Testing.

2.8.3. Sexually Transmitted Diseases Treatment Guidelines.

2.8.4. Pre-Exposure Prophylaxis (PrEP).

2.8.5. Post-Exposure Prophylaxis (PEP).

2.8.6. Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health Care Settings.

3. Reporting Requirements and Record Keeping

3.1. The Contractor shall collect and submit forms that include client level name-based data as specified in the reporting forms provided by the Department. The Contractor shall:

3.1.1. Complete one (1) form per client.

3.1.2. Collect forms in a secured area for bulk submission to the Department on the first (1st) business day of every month.

3.2. The Contractor shall maintain ongoing medical records for each individual served. Information in each record shall include, but is not limited to:

3.2.1. Documentation of on-site provisions for all EIS services and Behavioral Counseling.

3.2.2. Reports of the number of HIV tests conducted and positive test results.

3.2.3. Documentation of HIV testing activities and methods.

3.2.4. Documentation of the number of referrals for health care and supportive services, as per DPHS Guidelines.

3.3. The Contractor shall document the number of referrals and connections to Behavioral Counseling addressing the risk for HIV acquisition.

4. Tasks & Deliverables

4.1. The Contractor shall ensure the following Tasks and Deliverables begin as specified by the Begin Date and Staff detailed in the Work Plan Table below.

WORK PLAN TABLE

Deliverable	Task	Begin Date	Staff
4.1.1. **Early Intervention Services (EIS) Coordinator/Program Coordinator**	Finalize job description; advertise position; and collect applications. Interview applicants and hire qualified individual.	Month 1	HR, Harbor Homes VP, Medical Director
4.1.2. **Fully Trained Testing and Counseling Staff**	Complete Harbor Care Clinic Orientation and Training for new EIS Coordinator, which includes but is not limited to: • State of NH Fundamentals. • Training for required staff. • Work with the Department to develop a risk reduction counseling model that is supported by the CDC and providing Training for Coordinator and Clinical Supervisor. • In-house training, as developed with the Department, for any additional staff as helpful to support the program	Month 2 & 3	HR, EIS Coordinator, Clinical Supervisor, State of NH.
4.1.3. **Confidential HIV Testing Technology and Counseling Clinic Space**	Identify a space where testing and counseling can be completed at the Harbor Care Clinic. Set up space for testing and counseling. Identify rapid test technology and confirmation testing technology and institute clinical requirements to store test kits, controls and perform tests according to manufacturer's protocol and procedures.	Month 1	Harbor Homes VP, Medical Director

Exhibit A

4.1.4. Community Advisory Board Program Input	Identify potential community collaborators and convene a board meeting to assist with shaping training, engagement, and to establish referral sites	Month 2-3	EIS Coordinator
4.1.5. Training for Clinical Staff Training for Community Referral Sites	Develop concise trainings to help facilitate effective referrals internally from clinicians at Harbor Care Clinic and externally from partner community sites	Month 3	CAB, EIS Coordinator, Clinical Supervisor
4.1.6. Fully Trained Clinical Staff and Community Referral Sites	Provide training to clinical staff and community referral sites to support effective referrals into testing and counseling	Month 3 & 4	EIS Coordinator
4.1.7. Referral and Tracking Plan	Finalize plan to document, track and follow up on internal and external referrals	Month 3	CAB, EIS Coordinator
4.1.8. Outreach Materials and Plan	Finalize plan for outreach and engagement and develop any needed materials.	Month 3 & 4	CAB, EIS Coordinator
4.1.9. Embed HIV Testing and CDC – Supported Risk Reduction Counseling, as Developed with the Department, in Clinic Flow and Evaluation Program	Develop clinic plan to embed Risk Reduction Counseling and HIV testing into routine clinical care flow and evaluate outcomes	Month 3 & 4	EIS Coordinator, Clinical Supervisor

Exhibit A

4.1.10. **Quality Assurance Plan for Risk Reduction Counseling**	Finalize a QA plan for Risk Reduction Counseling in clinical setting	Month 3 & 4	EIS Coordinator, Harbor Homes VP, Clinical Supervisor, CAB
4.1.11. **Implementing HIV Testing and Risk Reduction Counseling**	Clinicians refer high risk individuals for testing and counseling. One session of Risk Reduction Counseling is conducted with HIV Test (to include tracking of number of tests performed). Reactive Tests are scheduled for return visit for confirmatory test results and Second Session of Risk Reduction Counseling. Positives linked to medical care and ASO (to include documentation of percentage of newly diagnosed referred to care and percentage of those attending first medical care appointment). Provide referrals, follow-up and tracking (to include tracking of behavioral counseling to targeted populations –MSM and IDU). Implement QA Plan. Implement Evaluation Plan. Implement Outreach Plan. Collect data and Report as required.	Month 3 & Ongoing	EIS Coordinator, Medical Director, Clinical Supervisor
4.1.12. **Maintenance**	Communicate with staff in periodic meetings. Communicate with community partners and referral agencies, as needed. Make improvements, as needed. Identify additional trainings for staff. Attend State meetings and trainings, as required. Complete required reporting to the State. Institutionalize program into routine clinical care.	Month 4 & Ongoing	EIS Coordinator

5. Performance Measures

5.1. The Contractor shall ensure 100% of the individuals receiving primary care services also receive Early Intervention Services (EIS) as part of their regular primary care yearly appointment.

5.2. The Contractor shall ensure 100% of individuals who are identified as positive or high risk for HIV receive Behavioral Counseling as described in this contract.

5.3. The Contractor shall ensure 100% of individuals receiving HIV testing also receive, at a minimum, one (1) Risk Reduction Counseling session.

5.4. The Contractor shall ensure 65% of staff are trained in Risk Reduction Counseling by June 30, 2018.

5.5. The Contractor shall ensure 100% of staff and 75% of Community Partners are trained in Risk Reduction Counseling no later than June 30, 2019.

Exhibit B

Method and Conditions Precedent to Payment

1. Payment for said services shall be made monthly as follows:
   1.1. Payment shall be on a cost reimbursement basis for actual costs incurred in accordance with the approved budget line items in Exhibit B-1 Budget and Exhibit B-2 Budget
   1.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   1.3. The Contractor shall submit a dated invoice on the Contractor's letterhead to the Department.
   1.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
2. The final invoice shall be submitted to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
3. Invoices may be:
   3.1. Assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov; or
   3.2. Printed and hardcopy mailed to:

      Financial Administrator
      Department of Health and Human Services
      Division of Public Health Services
      29 Hazen Drive
      Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items 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
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: HARBOR HOMES, INC.

Budget Request for: Early Intervention Services and Behavioral Counseling for HIV

Budget Period: July 1, 2017 through June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 81,850.00	$ 21,000.00	$ 102,850.00	$ -	$ -	$ -	$ 81,850.00	$ 21,000.00	$ 102,850.00
2. Employee Benefits	$ 20,413.00	$ 5,250.00	$ 25,663.00	$ -	$ -	$ -	$ 20,413.00	$ 5,250.00	$ 25,663.00
3. Consultants	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 4,050.00	$ -	$ 4,050.00	$ -	$ -	$ -	$ 4,050.00	$ -	$ 4,050.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 2,700.00	$ -	$ 2,700.00	$ -	$ -	$ -	$ 2,700.00	$ -	$ 2,700.00
Lab	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 6,750.00	$ -	$ 6,750.00	$ -	$ -	$ -	$ 6,750.00	$ -	$ 6,750.00
Office	$ 900.00	$ 286.00	$ 1,186.00	$ -	$ -	$ -	$ 900.00	$ 286.00	$ 1,186.00
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800.00	$ -	$ 1,800.00
7. Occupancy	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,440.00		$ 1,440.00	$ -	$ -	$ -	$ 1,440.00		$ 1,440.00
Postage	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ 500.00	$ 500.00
Insurance	$ 2,433.00	$ -	$ 2,433.00	$ -	$ -	$ -	$ 2,433.00	$ -	$ 2,433.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 5,220.00	$ -	$ 5,220.00	$ -	$ -	$ -	$ 5,220.00	$ -	$ 5,220.00
10. Marketing/Communications	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
11. Staff Education and Training	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meetings	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 146,346.00	$ 27,036.00	$ 173,382.00	$ -	$ -	$ -	$ 146,346.00	$ 27,036.00	$ 173,382.00
Indirect As A Percent of Direct		18.0%						18%	

Contractor Initials: PK

Date: 12/19/17

Exhibit B-2 Budget

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

Bidder/Program Name: HARBOR HOMES, INC.

Budget Request for: Earlyt Intervention Services and Behavioral Counseling for HIV

Budget Period: JULY 1, 2018 through JUNE 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 84,850.00	$ 21,000.00	$ 105,850.00	$ -	$ -	$ -	$ 84,850.00	$ 28,098.00	$ 112,948.00
2. Employee Benefits	$ 21,213.00	$ 5,250.00	$ 26,463.00	$ -	$ -	$ -	$ 21,213.00	$ -	$ 21,213.00
3. Consultants	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,050.00	$ -	$ 1,050.00	$ -	$ -	$ -	$ 1,050.00	$ -	$ 1,060.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 2,700.00	$ -	$ 2,700.00	$ -	$ -	$ -	$ 2,700.00	$ -	$ 2,700.00
Lab	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 6,750.00	$ -	$ 6,750.00	$ -	$ -	$ -	$ 6,750.00	$ -	$ 6,750.00
Office	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900.00	$ -	$ 900.00
6. Travel	$ 1,664.00	$ -	$ 1,664.00	$ -	$ -	$ -	$ 1,664.00	$ -	$ 1,664.00
7. Occupancy	$ 1,200.00	$ 500.00	$ 1,700.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,440.00	$ 600.00	$ 2,040.00	$ -	$ -	$ -	$ 1,440.00	$ -	$ 1,440.00
Postage	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 2,509.00	$ 246.00	$ 2,755.00	$ -	$ -	$ -	$ 2,509.00	$ -	$ 2,509.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 5,220.00	$ -	$ 5,220.00	$ -	$ -	$ -	$ 5,220.00	$ -	$ 5,220.00
10. Marketing/Communications	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
11. Staff Education and Training	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meetings	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 143,496.00	$ 28,096.00	$ 173,582.00	$ -	$ -	$ -	$ 145,498.00	$ 28,098.00	$ 173,592.00
Indirect As A Percent of Direct		19.3%							

Contractor Initials: [handwritten initials]

Date: 12/19/17

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
   - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
   - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
   - 19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

   The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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:

12/19/17
Date

Name: Peter Kelleher
Title: President & CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Contractor Name:

12/19/17
Date

Name: Peter Keleher
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

Contractor Initials GA
Date 12/19/14

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12/19/17
Date

Name: Peter 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.

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.

12/19/17
Date

Contractor Name:

Name: Peter Kelleher
Title: President & CEO

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:

12/19/17
Date

Name: Peter Kelleher
Title: President & CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

Contractor Initials JK

Date 12/19/17

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

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) <u>Obligations and Activities of Business Associate</u>.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI 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

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.

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	Harbor Homes, Inc.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Peter Kelleher
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President & CEO
Title of Authorized Representative	Title of Authorized Representative
1/25/18	12/19/17
Date	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:

12/19/17
Date

Name: Peter Kelleher
Title: President & CEO

FORM A

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

1. The DUNS number for your entity is: 131864357

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?

   X 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: __________

Contractor Initials [signature]

Date 12/10/11