



21 mac

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

January 6, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend an existing **Sole Source** agreement with Harbor Homes, Inc. (VC#155358-B001), Nashua, NH for the continued provision of peer recovery support services and parenting education for pregnant women and parents in recovery, by exercising a renewal option by increasing the price limitation by \$2,585,186 from \$1,910,735 to \$4,495,921 and by extending the completion date from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on January 24, 2018, item #9 and most recently amended with Governor and Council approval on November 14, 2018, item #12.

Funds are available in the following accounts for State Fiscal Year 2021 and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, OPIOID STR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Prog Svc	92052559	\$257,599	\$0	\$257,599
2019	102-500731	Contracts for Prog Svc	92052559	\$257,599	\$0	\$257,599
			Subtotal	\$515,198	\$0	\$515,198

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, STATE OPIOID RESPONSE GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svc	92057040	\$568,969	(\$222,000)	\$346,969
2020	102-500731	Contracts for Prog Svc	92057040	\$826,568	(\$316,814)	\$509,754
2021	102-500731	Contracts for Prog Svc	92057040	\$0	\$222,000	\$222,000
2021	102-500731	Contracts for Prog Svc	92057046	\$0	\$797,000	\$797,000
2021	102-500731	Contracts for Prog Svc	92057048	\$0	\$1,386,667	\$1,386,667
2022	102-500731	Contracts for Prog Svc	92057048	\$0	\$693,333	\$693,333
2022	102-500731	Contracts for Prog Svc	92057046	\$0	\$25,000	\$25,000
			Sub-Total	\$1,395,537	\$2,585,186	\$3,980,723
			Total	\$1,910,735	\$2,585,186	\$4,495,921

EXPLANATION

This request is **Retroactive** to avoid a gap in direct client services. Additionally, there was a delay in the Substance Abuse and Mental Health Services Administration (SAMHSA) approval of New Hampshire's requests for continued State Opioid Response Grant funding, which delayed the Department's ability to present this contract amendment to the Governor and Executive Council for approval prior to the current contract expiring. This request is **Sole Source** because the first amendment was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.

The purpose of this request is to ensure individuals in recovery from opioid use disorders continue receiving comprehensive services that include peer recovery support and parenting education services. These services focus on the parent's continued recovery while ensuring important parenting skills are developed in conjunction with managing a sober lifestyle to promote resiliency within the whole family unit.

The Contractor will continue providing services to pregnant women and parents with children up to ten (10) years of age from September 29, 2020 through September 29, 2021.

The Contractor is the facilitating organization for Recovery Community Organizations locally and regionally and will continue ensuring the Recovery Community Organizations are able to provide services and supports that include but are not limited to:

- Individual recovery coaching sessions;
- Telephone recovery support services;
- Continuous recovery monitoring; and
- Parenting education sessions.

Additionally, the Contractor will continue providing Recovering Community Organizations with access to technical assistance for community and peer-led groups that focus on topics that include, but are not limited to education, employment, health and wellness, life skills, coping, symptom management and/or social activities that support recovery.

The Department will monitor contracted services by:

- Reviewing monthly and quarterly reports relative to activities completed;
- Reviewing Recovery Community Organization level demographic, performance, and service data, per site; and
- Actively and regularly collaborating with the Contractor to identify expectations, including key performance measures, in the resulting contract in a format specified by the Department.

As referenced in Exhibit C-1, Revisions to General Provisions of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the remaining 9 months available as well as extending the contract an additional 3 months.

Should the Governor and Council not authorize this request pregnant women and parents in recovery may not receive the supports necessary to maintain sobriety.

Area served: Statewide

Source of Funds: CFDA #93.788/FAIN # TI081685 and #TI083326

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

Respectfully Submitted,



Lori A. Shibinette
Commissioner



**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Peer Recovery Support Services and
Parenting Education Contract**

This 2nd Amendment to the Peer Recovery Support Services and Parenting Education 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 domestic nonprofit corporation with a place of business at 77 Northeastern Boulevard, Nashua, NH 03062.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 24, 2018, (Item #9), as amended on November 14, 2018, (Item #12), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the Contract may be amended and extended 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, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$4,495,921.
3. Modify Exhibit A Amendment #1, Scope of Services by replacing in its entirety with Exhibit A Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein, in order to update the scope with grant funding requirements.
4. Modify Exhibit B Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B Amendment #2 Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein, in order to update payment terms with grant funding requirements.
5. Modify Exhibit B-3, Amendment #1 SFY2020 Budget by reducing the total budget amount by \$316,814, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 September 30, 2020 through December 31, 2020 as specified, in part, in Exhibit B-4 Amendment #2 NCE.
6. Add Exhibit B-4, Amendment #2 NCE, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-5, Amendment #2 SORII, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-6, Amendment #2 SORII, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-7, Amendment #2 NCE, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-8, Amendment #2 NCE, which is attached hereto and incorporated by reference

Harbor Homes, Inc.

Amendment #2

Contractor Initials



**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education**

herein.

DS
pk



**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be retroactively effective to September 29, 2020, 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

12/28/2020

Date

DocuSigned by:

Katja Fox

ED9D05804C63442...

Name: Katja Fox

Title: Director

Harbor Homes, Inc.

12/22/2020

Date

DocuSigned by:

Peter Kelleher

0184EE3A2AE9AA3

Name: Peter Kelleher

Title: President & CEO



**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education**

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

OFFICE OF THE ATTORNEY GENERAL

12/29/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "C. Pinos".

D5CA9202E32C4AE...

Name: Catherine Pinos

Title:

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
Peer Recovery Support Services (PRSS) in the Community
Exhibit A



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a sub recipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor is the New Hampshire Peer Recovery Support Services Facilitating Organization (PRSSFO) funded by the Bureau of Drug and Alcohol Services (BDAS).

2. Scope of Work

- 2.1. The Contractor shall ensure the provision of Peer Recovery Support Services (PRSS) and/or parenting programming to pregnant women and parents with children through age ten (10) with Opioid Use Disorder (OUD) to a minimum of six (6) Recovery Community Organizations (RCOs), which include, but are not limited to:
 - 2.1.1. Individual recovery coaching sessions.
 - 2.1.2. Telephone recovery support services.
 - 2.1.3. Continuous recovery monitoring.
 - 2.1.4. Community/peer-led groups and activities that focus on various topics, including but not limited to: education, employment, health and wellness, life skills, coping, symptom management, and/or social activities that support recovery.
 - 2.1.5. Community based services and groups, which include, but are not limited to:
 - 2.1.5.1. Ensuring Peer Recovery Coaches provide education and support to enable entry into treatment and/or recovery support services, individually and in groups;
 - 2.1.5.2. Ensuring Peer Recovery Coaches work closely with human services agencies in the region to strengthen the network of community supports for recovery support services;
 - 2.1.5.3. Ensuring that a representative of the RCO is a member of the Regional Public Health Network Continuum of Care Group; and,
 - 2.1.5.4. Ensuring activities and groups, which may include but are not limited to art, music, yoga, mindfulness or acupuncture are based

Harbor Homes, Inc.

Exhibit A

Contractor Initials

RFP-2018-BDAS-07-PEERR-01-A02

Page 1 of 11

12/22/2020
Date

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services (PRSS) in the Community
Exhibit A**



on participant needs and are designed to enhance individual recovery.

- 2.1.6. The Contractor shall ensure that RCO recovery-oriented groups are provided weekly and meetings are accessible at varying times to meet the needs of participants;
- 2.1.7. The Contractor shall ensure that the RCOs data collection and evaluation of data are culturally appropriate for the recovery communities being served; and
- 2.1.8. The Contractor shall ensure the RCOs collaborate with other PRSS technical assistance assets relative to the core and optional standards defined by the CAPRSS.
- 2.1.9. The Contractor shall be able and willing to participate with other RCOs in the "Community of Practice for PRSS."
- 2.1.10. The Contractor shall ensure local community agencies are aware of PRSS services available at the local level by engaging with agencies including, but not limited to:
 - 2.1.10.1. Regional Public Health Network (RPHN) continuum of care development work.
 - 2.1.10.2. Other local workgroups and systems that address the substance use disorder (SUD) crisis.
- 2.1.11. The Contractor shall establish agreements with organizations that can provide assessments, referrals, and access to SUD, mental health, and other health care services to the target population, including, but not limited to:
 - 2.1.11.1. Community Mental Health Centers.
 - 2.1.11.2. Federally Qualified Health Centers.
 - 2.1.11.3. Doorways.
 - 2.1.11.4. Other health care providers.
- 2.1.12. The Contractor shall provide PRSS that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model.
- 2.1.13. The Contractor shall ensure the RCOs compliance with confidentiality requirements, which must include, but not be limited to:
 - 2.1.13.1. Federal and state laws;
 - 2.1.13.2. HIPAA Privacy Rule; and,
 - 2.1.13.3. 42 C.F.R. Part 2.
- 2.1.14. The Contractor shall participate in all evaluation activities associated with the funding opportunity, including national evaluations.
- 2.1.15. The Contractor shall ensure RCOs coordination and collaboration with other Department contractors to avoid duplication of effort, and leverage other initiatives and capacities already developed to support this work.

Harbor Homes, Inc.

Exhibit A

Contractor Initials

RFP-2018-BDAS-07-PEERR-01-A02

Page 2 of 11

12/22/2020
Date

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services (PRSS) in the Community
Exhibit A**



- 2.1.16. The Contractor shall ensure RCOs coordination of all services delivered to clients with the local Doorway, including, but not limited to accepting referrals for clients directly from the Doorways(s).
- 2.2. The Contractor shall ensure that 100% of clients served by RCOs under this contract, who enter services directly through the RCOs and receives a service(s) or benefit from a funded service under this proposed contract, and who consent to information sharing with the Doorways, receive a Doorways referral for ongoing care coordination.
- 2.3. The Contractor shall ensure that 100% of clients referred to them by Doorways have proper consents in place for transfer of information for the purposes of data collection between the Doorway(s) and the RCOs.

3. Scope of Work – Parenting Education Services

- 3.1. The Contractor shall deliver parenting education using an evidence-based curriculum, as approved by the Department.
- 3.2. The Contractor shall provide wrap-around family support services which include, but is not limited to:
 - 3.2.1. Transportation assistance to clients to attend PRSS-related meetings and educational programs.
 - 3.2.2. Onsite childcare while PRSS services or educational programs are being delivered to the clients.
 - 3.2.3. Family coaching.
 - 3.2.4. Family meals during meetings.
- 3.3. The Contractor shall develop and implement Department-approved outreach activities specifically designed to engage pregnant women and parents in PRSS that are culturally appropriate and follow CLAS standards including, but not limited to:
 - 3.3.1. Promotion to the community at large and through focused communications within the social service, education, and health care industries using traditional marketing and social media.
 - 3.3.2. Collaboration with agencies including, but not limited to:
 - 3.3.2.1. Family and drug court systems.
 - 3.3.2.2. Division for Children, Youth and Families (DCYF) and other child welfare organizations.
 - 3.3.2.3. SUD treatment providers.
 - 3.3.2.4. OB/GYN and Medication Assisted Treatment providers.
 - 3.3.2.5. Providers that offer services to pregnant women with an OUD including, but not limited to programs funded by the Cures Act resources for similar populations.
- 3.4. The Contractor shall provide no less than eighteen (18) parenting education sessions per year.

4. Billing

Harbor Homes, Inc.

Exhibit A

Contractor Initials

DS
pk

RFP-2018-BDAS-07-PEERR-01-A02

Page 3 of 11

12/22/2020
Date

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services (PRSS) in the Community
Exhibit A**



- 4.1. The Contractor shall ensure the RCOs bill the appropriate payers for all eligible client services provided by RCOs. The Contractor shall ensure:
 - 4.1.1. The Contractor's dedicated FO support specialist shall work with their finance staff and the RCOs to maximize billing and reimbursement; and
 - 4.1.2. The FO support specialist shall ensure RCO providers are properly credentialed by Medicaid, the MCOs, and other payers.
- 4.2. The Contractor shall ensure the RCOs have the ability to:
 - 4.2.1. Enroll as a Medicaid provider and bill for eligible services, if approved by Medicaid;
 - 4.2.2. Contract with commercial payers for PRSS and bill for eligible services, if approved by the commercial payer; and
 - 4.2.3. Contract with Managed Care Organizations for PRSS and bill for eligible services, if approved by the MCO.
- 4.3. The Contractor shall ensure that RCOs have:
 - 4.3.1. Developed Department approved billing protocols;
 - 4.3.2. Implemented a billing process; and
 - 4.3.3. Provided a copy of billing policies and protocols to the Department.

5. Data Collection and Reporting

- 5.1. Within sixty (60) calendar days of approval of this contract, the Contractor shall begin to collect and provide data on SOR-eligible clients, as required by the Government Performance and Reporting Act (GPRA). The Contractor shall:
 - 5.1.1. Collaborate with the Department for reporting of GPRA data to the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS).
 - 5.1.2. Be familiar and comply with GPRA requirements and processes, in accordance with DHHS and SAMHSA guidance.
- 5.2. The Contractor shall ensure the RCOs data collection and evaluations are culturally appropriate.
- 5.3. The Contractor shall ensure that all data collected by the RCOs on behalf of DHHS is owned by DHHS, which includes derivative data.
- 5.4. The Contractor shall ensure the RCOs use the Recovery Link (RL) system that is HIPAA and 42 CFR, Part 2 compliant, to ensure:
 - 5.4.1. The tool is utilized for GPRA collection, data tracking and evaluation assessment;
 - 5.4.2. The tool is utilized by all subcontracted RCOs;
 - 5.4.3. Each RCO enters and has access to the data in RL specific only to their organization.
 - 5.4.4. The FO has access to data entered by all the RCO's.

Harbor Homes, Inc.

Exhibit A

Contractor Initials

DS
pk

RFP-2018-BDAS-07-PEERR-01-A02

Page 4 of 11

12/22/2020
Date



**New Hampshire Department of Health and Human Services
Peer Recovery Support Services (PRSS) in the Community
Exhibit A**

- 5.5. The Contractor shall ensure that the RCOs collect any additional data points requested by the Department on individuals who begin services at the RCO and are validated during subsequent encounters or when status changes.
- 5.6. The Contractor shall ensure that the RCOs verification of data is complete and accurate on the 5th business day of every month.
- 5.7. The Contractor shall ensure the RCOs are in compliance with confidentiality requirements with all federal and state laws, which shall include the HIPAA Privacy Rule and 42 CFR Part 2.
- 5.8. The Contractor's data staff shall conduct regular reviews of databases to confirm proper procedures are being followed, and to communicate with program staff to rectify any issues that may arise.
- 5.9. The Contractor shall ensure that their Policy and Procedures for Network Resources, Information Technology and IT Security and Risk Management are updated and modified on an annual basis by the IT Department. The Contractor shall:
 - 5.9.1. Ensure RCO staff and any volunteers completing work under this contract are in compliance with Exhibit K.
 - 5.9.2. Ensure, by using any of the Contractor's networks and computing systems, users agree that they will comply with these policies in section 5.9 and 5.9.1.
- 5.10. The Contractor shall submit to the Department, monthly reports with aggregated de-identified data on the progress of implementation of the expanded and new services due on the 10th business day of the month following the month of activity, in a form and manner satisfactory to the Department.
- 5.11. The Contractor shall submit to the Department monthly and annual reports based upon subcontracted RCOs, which shall include information on progress towards implementation and all data elements collected.
- 5.12. The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.

6. Training

- 6.1. The Contractor shall ensure all RCOs are trained in and using the Recovery Link platform.
- 6.2. The Contractor shall ensure that all staff and volunteers in RCOs will be trained on appropriate procedures, requirements and coordination of client data sharing with the Doorway which includes, but is not limited to providing trainings on:
 - 6.2.1. Properly utilizing the Doorway resources and connections;
 - 6.2.2. Documenting interactions with Doorways appropriately, utilizing the signed 42-CFR Part 2 consent documents;
 - 6.2.3. Sharing and receiving vital client information;
 - 6.2.4. Contractor policies and procedures to safeguard the confidentiality of information and protected health information as required by state and federal laws including, but not limited to:

Harbor Homes, Inc.

Exhibit A

Contractor Initials

pk

RFP-2018-BDAS-07-PEERR-01-A02

Page 5 of 11

12/22/2020
Date



**New Hampshire Department of Health and Human Services
Peer Recovery Support Services (PRSS) in the Community
Exhibit A**

- 6.2.5. Information security; and
- 6.2.6. HIPAA event/incident reporting.
- 6.3. The Contractor shall ensure that all RCOs:
 - 6.3.1. Meet Council on Accreditation of Peer Recovery Support Services (CAPRSS) standards within three (3) years of the contract effective date.
 - 6.3.2. Have the Recovery Center open at least (5) days per week, including at least one day within the weekend (Saturday and/or Sunday).
- 6.4. The Contractor shall ensure that recovery coaching and PRSS are provided in accordance with CAPRSS standards, and that personnel providing PRSS are appropriately supervised according to CAPRSS standards and New Hampshire Administrative Rule, He-W-513 Substance Use Disorder (SUD) Treatment and Recovery Support Services.
- 6.5. The Contractor shall ensure all subcontracted RCOs have staff development plans that delineate steps for both its internal and subcontracted staff to become CRSWs as well as for the RCOs themselves to meet staff accreditation requirements of CAPRSS.
- 6.6. The Contractor shall train staff to provide Peer Recovery Coaching and telephonic Recovery Support Services including, but not be limited to:
 - 6.6.1. Creating and utilizing a staff development plan to ensure staff achieve certification as Certified Recovery Support Workers (CRSW) within twelve (12) months of date of hire including, but not limited to:
 - 6.6.1.1. Twenty-five (25) hours of clinical supervision.
 - 6.6.1.2. Trainings regarding topics including, but not limited to:
 - 6.6.1.2.1. Ethics.
 - 6.6.1.2.2. HIV/AIDS.
 - 6.6.1.2.3. Suicide Prevention.
 - 6.6.2. Providing basic training to all staff providing Peer Recovery Support Services.
 - 6.6.3. Ensuring all RCO staff providing PRSS complete the Recovery Coach Academy or The Art & Science of Peer Recovery, as appropriate.
- 6.7. The Contractor shall ensure that at least six Recovery Centers funded under this contract, will have at least two (2) staff or volunteers trained as facilitators of the approved parenting education curriculum, as appropriate.
- 6.8. The Contractor shall ensure RCOs provide the following which may include, but is not limited to:
 - 6.8.1. Recovery Coach Academy;
 - 6.8.2. Art & Science of Peer Recovery;
 - 6.8.3. On-the-job training;
 - 6.8.4. Clinical supervision; and
 - 6.8.5. Any other additional required training.

Harbor Homes, Inc.

Exhibit A

Contractor Initials

DS
pk

RFP-2018-BDAS-07-PEERR-01-A02

Page 6 of 11

12/22/2020
Date

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services (PRSS) in the Community
Exhibit A**



- 6.9. The Contractor shall ensure monthly technical assistance site visits with RCOs either by telephone or video, as appropriate.
- 6.10. The Contractor shall ensure webinar meetings between RCO groups at least quarterly.
- 6.11. The Contractor shall complete all required trainings to provide high quality TA and evaluations as well as the following trainings to the RCOs in:
 - 6.11.1. HIPAA
 - 6.11.2. Workplace safety; and
 - 6.11.3. Sexual harassment.

7. Performance Measures

- 7.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 7.2. The Contractor shall provide other key data and metrics to the Department, including RCO level demographic, performance, and service data upon request by the Department.
- 7.3. The Contractor shall actively and regularly collaborate with the Department to identify expectations, including key performance measure, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

8. State Opioid Response (SOR) Grant Standards

- 8.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
- 8.2. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 8.3. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.
- 8.4. The Contractor shall complete client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program or engagement in services. If a client is informed about the services available through the Doorway and chooses to receive only those services available through an RCO, the RCO shall conduct the required GPRAs in accordance with DHHS and SAMHSA requirements.
- 8.5. The Contractor shall ensure that RCOs receiving funds under this contract accept clients on and facilitate client access to FDA-approved MAT for Opioid Use Disorder (OUD).
- 8.6. The Contractor shall only connect clients served by RCOs funded under this contract to medical withdrawal management services if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

Harbor Homes, Inc.

Exhibit A

Contractor Initials

RFP-2018-BDAS-07-PEERR-01-A02

Page 7 of 11

12/22/2020
Date

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services (PRSS) in the Community
Exhibit A**



- 8.7. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 8.8. The Contractor shall accept clients on MAT and facilitate access to MAT through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 8.9. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.
- 8.10. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 8.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
 - 8.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 8.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
 - 8.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
 - 8.11.4. Attestations will be provided to the Contractor by the Department.
 - 8.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 8.12. The Contractor shall collaborate with the Department to understand and comply with all appropriate DHHS, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 8.13. The Contractor shall refer to Exhibit C for grant terms and conditions including, but not limited to:
 - 8.13.1. Invoicing;
 - 8.13.2. Funding restrictions; and
 - 8.13.3. Billing.

9. Maintenance of Fiscal Integrity

- 9.1. 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 at the organization and entity level, and Cash Flow Statement for the Contractor. All statements shall be reflective of the entire Harbor Care organization and shall be submitted once reviewed and approved by the Board, but no later than the 30th of the following month. The Contractor will be evaluated on the following:
 - 9.1.1. Days of Cash on Hand:
 - 9.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

Harbor Homes, Inc.

Exhibit A

Contractor Initials

DS
pk

RFP-2018-BDAS-07-PEERR-01-A02

Page 8 of 11

12/22/2020
Date

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services (PRSS) in the Community
Exhibit A**



- 9.1.1.2. 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.
- 9.1.1.3. 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.
- 9.1.2. Current Ratio:
- 9.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 9.1.2.2. Formula: Total current assets divided by total current liabilities.
- 9.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 9.1.3. Debt Service Coverage Ratio:
- 9.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 9.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 9.1.3.3. 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.
- 9.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 9.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 9.1.4. Net Assets to Total Assets:
- 9.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 9.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 9.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 9.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 9.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of 0.30:1, with a 20% variance allowed.
- 9.1.5. Total Lines of Credit
- 9.1.5.1. The contractor will provide a listing of every line of credit and amount outstanding for each line.

Harbor Homes, Inc.

Exhibit A

Contractor Initials

pk

RFP-2018-BDAS-07-PEERR-01-A02

Page 9 of 11

12/22/2020
Date

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services (PRSS) in the Community
Exhibit A**



- 9.1.5.2. The contractor will report on any new borrowing activities.
- 9.1.5.3. The contractor will report on any instances of non-compliance with any loan covenant or agreement.
- 9.2. In the event that the Contractor's annual audit reflects an operating loss, or the Contractor does not meet either:
 - 9.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 9.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 9.2.3. Does not meet the reporting timeframe; then
- 9.3. The Department may:
 - 9.3.1. Require the Contractor meet with Department staff to explain the reasons the Contractor has not met the standards.
 - 9.3.2. Require the Contractor to submit a comprehensive corrective action plan within twenty (20) calendar days of notification that any provisions outlined in 9.2 have not been met. The corrective action plan shall include:
 - 9.3.2.1. The specific reason(s) the Contractor did not achieve the standard;
 - 9.3.2.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
 - 9.3.2.3. A date by which the reason(s) for noncompliance will be resolved.
 - 9.3.3. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
 - 9.3.3.1. 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.
 - 9.3.3.2. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.

Harbor Homes, Inc.

Exhibit A

Contractor Initials

12/22/2020

RFP-2018-BDAS-07-PEERR-01-A02

Page 10 of 11

Date

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services (PRSS) in the Community
Exhibit A**



- 9.7. The Contractor shall create an Audit Sub-Committee of the Board for the purpose of procuring audit services through an open bid process for fiscal year 2021.
- 9.8. Program-level Profit and Loss Statement for the Facilitating Organization shall be submitted at the time of invoice. The program-level Profit and Loss Statement shall include all revenue sources and all related expenditures, and shall include a budget column allowing for budget to actual analysis.
- 9.9. Additionally, the Contractor shall supply a year-to-date program-level Profit and Loss Statements for all Harbor Care programs on a bi-annual basis, for December 31 (to be submitted by January 31, 2021) and June 30 (submitted by July 31, 2021). The program-level profit and loss shall include all revenue sources and all related expenditures for each program, and shall include a budget column allowing for budget to actual analysis.

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The corrective action plan shall include:
 - 10.2.1. The action(s) that will be taken to correct each deficiency;
 - 10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and timeline for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

DS
pk

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education
EXHIBIT B Amendment #2**



Methods and Conditions Precedent to Payment

1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.788, FAIN TI081685 and as awarded on 9/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN TI080246.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 through Exhibit B-6 Amendment #2 SR11.
4. The Contractor shall seek payment for services, as follows:
 - 4.1. First, the Contractor shall charge the client's private insurance or payor sources.
 - 4.2. Second, the Contractor shall charge Medicare.
 - 4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
 - 4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 4.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
 - 4.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

Harbor Homes, Inc.

Exhibit B Amendment #2

Contractor Initials

DS
pk

RFP-2018-BDAS-07-PEERR-01-A02

Page 1 of 4

Date

12/22/2020

Rev. 01/08/19

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education
EXHIBIT B Amendment #2**



- 5.1. Backup documentation includes, but is not limited to:
- 5.1.1. General Ledger showing revenue and expenses for the contract.
 - 5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 5.1.3. Invoices supporting expenses reported include, but are not limited to:
 - 5.1.3.1. Unallowable expenses that include, but are not limited to:
 - 5.1.3.1.1. Amounts belonging to other programs.
 - 5.1.3.1.2. Amounts prior to effective date of contract.
 - 5.1.3.1.3. Construction or renovation expenses.
 - 5.1.3.1.4. Food or water for employees.
 - 5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
 - 5.1.3.1.6. Fines, fees, or penalties.
 - 5.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
 - 5.1.3.1.8. Cell phones and cell phone minutes for clients.
 - 5.1.3.2. Receipts for expenses within the applicable state fiscal year.
 - 5.1.3.3. Cost center reports.
 - 5.1.3.4. Profit and loss report.
 - 5.1.3.5. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 5.1.3.6. Information requested by the Department verifying allocation or offset

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education
EXHIBIT B Amendment #2**



based on third party revenue received.

5.1.3.7. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

6. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

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

8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

9. 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.

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. The Contractor must provide the services in Exhibit A Amendment #2 Scope of Services, in compliance with funding requirements.

12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A Amendment #2 Scope of Services, including failure to submit required monthly and/or quarterly reports.

13. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

Harbor Homes, Inc.

Exhibit B Amendment #2

Contractor Initials

pk

RFP-2018-BDAS-07-PEERR-01-A02

Page 3 of 4

Date 12/22/2020

Rev. 01/08/19

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education
EXHIBIT B Amendment #2**



- 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department by March 31st after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA by March 31st after the close of the Contractor's fiscal year.
- 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 14.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

OS
pk

Exhibit B-6, Amendment #2 BCRB

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Contractor Name: Harbor Homes, Inc.											
Budget Request for: Peer Recovery Support Services and Parenting Education											
Budget Period: 9/1/22 to 8/31/23 (BCRB)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by (DSHS) contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	74,874	40,827	115,600	-	-	-	74,874	40,827	115,600		
2. Employee Benefits	20,000	15,600	35,600	-	-	-	20,000	15,600	35,600		
3. Consultants	15,000	-	15,000	-	-	-	15,000	-	15,000		
4. Equipment	2,000	200	2,200	-	-	-	2,000	200	2,200		
5. Rental	-	-	-	-	-	-	-	-	-		
6. Repair and Maintenance	-	-	-	-	-	-	-	-	-		
7. Purchase/Depreciation	-	-	-	-	-	-	-	-	-		
8. Supplies	1,200	-	1,200	-	-	-	1,200	-	1,200		
9. Educational	-	-	-	-	-	-	-	-	-		
10. Lab	-	-	-	-	-	-	-	-	-		
11. Pharmacy	-	-	-	-	-	-	-	-	-		
12. Medical	-	-	-	-	-	-	-	-	-		
13. Office	-	-	-	-	-	-	-	-	-		
14. Travel	4,400	440	4,840	-	-	-	4,400	440	4,840		
15. Lodging	8,840	1,344	10,184	-	-	-	8,840	1,344	10,184		
16. Current Expenses	1,980	220	2,200	-	-	-	1,980	220	2,200		
17. Telephone	-	-	-	-	-	-	-	-	-		
18. Postage	-	-	-	-	-	-	-	-	-		
19. Subscriptions	-	-	-	-	-	-	-	-	-		
20. Audit and Legal	-	-	-	-	-	-	-	-	-		
21. Insurance	-	-	-	-	-	-	-	-	-		
22. Board Expenses	-	-	-	-	-	-	-	-	-		
23. Software	10,000	4,000	14,000	-	-	-	10,000	4,000	14,000		
24. Technology/Communications	8,000	800	8,800	-	-	-	8,000	800	8,800		
25. Staff Education and Training	10,000	1,200	11,200	-	-	-	10,000	1,200	11,200		
26. Subcontracting/Agreements	478,168	-	478,168	-	-	-	478,168	-	478,168		
27. Other (specify details mandatory)	-	-	-	-	-	-	-	-	-		
TOTAL	638,383	63,630	702,013	-	-	-	638,383	63,630	702,013		
Indirect As A Percent of Direct 10.0%											

Exhibit B-7, Amendment #2 NCE

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Contractor Name: Harbor Homes, Inc.											
Budget Request for: Peer Recovery Support Services and Parenting Education											
Budget Period: 9/1/21-8/31/22 (NCE) (Software and Subcontract)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHEHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	-	-	-	-	-	-	-	-	-		
2. Employee Benefits	-	-	-	-	-	-	-	-	-		
3. Consultants	-	-	-	-	-	-	-	-	-		
4. Equipment	-	-	-	-	-	-	-	-	-		
Rental	-	-	-	-	-	-	-	-	-		
Repairs and Maintenance	-	-	-	-	-	-	-	-	-		
Purchase/Depreciation	-	-	-	-	-	-	-	-	-		
5. Supplies	-	-	-	-	-	-	-	-	-		
Educational	-	-	-	-	-	-	-	-	-		
Lab	-	-	-	-	-	-	-	-	-		
Pharmacy	-	-	-	-	-	-	-	-	-		
Medical	-	-	-	-	-	-	-	-	-		
Office	-	-	-	-	-	-	-	-	-		
6. Travel	-	-	-	-	-	-	-	-	-		
7. Occupancy	-	-	-	-	-	-	-	-	-		
8. Current Expenses	-	-	-	-	-	-	-	-	-		
Telephone	-	-	-	-	-	-	-	-	-		
Printing	-	-	-	-	-	-	-	-	-		
Interim	-	-	-	-	-	-	-	-	-		
Audit and Legal	-	-	-	-	-	-	-	-	-		
Insurance	-	-	-	-	-	-	-	-	-		
Board Expenses	-	-	-	-	-	-	-	-	-		
9. Software	40,400	4,000	44,400	-	-	-	40,400	4,000	44,400		
10. Marketing/Communications	-	-	-	-	-	-	-	-	-		
11. Staff Education and Training	-	-	-	-	-	-	-	-	-		
12. Subcontract/Agreements	27,600	2,800	30,400	-	-	-	27,600	2,800	30,400		
13. Other (if not already included)	-	-	-	-	-	-	-	-	-		
	-	-	-	-	-	-	-	-	-		
	-	-	-	-	-	-	-	-	-		
TOTAL	68,000	6,800	74,800	-	-	-	68,000	6,800	74,800		
Indirect As A Percent of Direct 10%											

State of New Hampshire

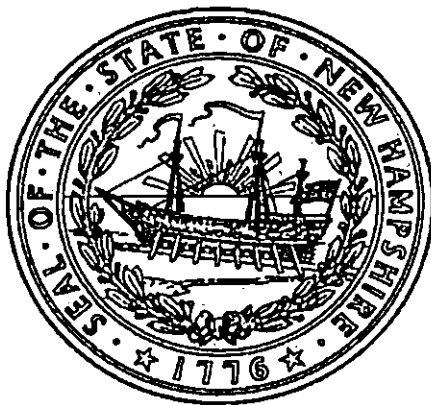
Department of State

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: 0004909130



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joel Jaffe, Secretary, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Harbor Homes, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 21, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Peter Kelleher, President & CEO (may list more than one person)
(Name and Title of Contract Signatory)


is duly authorized on behalf of Harbor Homes, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: December 21, 2020

DocuSigned by:



Signature of Elected Officer

Name: Joel Jaffe
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2020

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

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

PRODUCER 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														
INSURED Harbor Care Harbor Homes, Inc. 77 Northeastern Boulevard Nashua NH 03062	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Eastern Alliance Insurance Group</td> <td></td> </tr> <tr> <td>INSURER B: Selective Insurance Group Inc.</td> <td>14376</td> </tr> <tr> <td>INSURER C: AIX Specialty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D: Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Eastern Alliance Insurance Group		INSURER B: Selective Insurance Group Inc.	14376	INSURER C: AIX Specialty Insurance Co.		INSURER D: Philadelphia Insurance Company	23850	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Eastern Alliance Insurance Group															
INSURER B: Selective Insurance Group Inc.	14376														
INSURER C: AIX Specialty Insurance Co.															
INSURER D: Philadelphia Insurance Company	23850														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 68049354

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		S 2288207	7/1/2020	7/1/2021	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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2288207	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			S 2288207	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	030000111752-02	11/26/2020	11/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D B	Professional Liability Management Liability Crime			L1VA966006 PHSD1457150 S 2288207	7/1/2020 7/1/2020 7/1/2020	7/1/2021 7/1/2021 7/1/2021	Professional ("Gap") \$1,000,000 D&O \$1,000,000 Employee Dishonesty \$510,000

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

Additional Named Insureds:
 Harbor Homes, Inc. - FID# 020351932
 Harbor Homes II, Inc.
 Harbor Homes III, Inc.
 Harbor Homes, IV, Inc.
 Harbor H0mes Claremont
 Healthy at Homes, Inc. - FID# 043364080
 Southern New Hampshire HIV/AIDS Task Force - FID# 020447280
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

New Hampshire DHHS
 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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



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

A Beacon for the Homeless for Over 30 Years



Mission Statement

To create and provide quality residential, healthcare, and supportive services to individuals and families experiencing homelessness and/or living with behavioral health disorders.

A member of the **Partnership for Successful Living**

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

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





Harbor Homes Healthy at Home Keystone Hall HIV/AIDS Test Force Harbor Care Health & Wellness Center

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

Consolidated Financial Statements
And Supplementary Information
For the Year Ended June 30, 2020

(With Independent Auditors' Report Thereon)

CONTENTS

	<u>Page</u>
INDEPENDENT AUDITORS' REPORT	1
BASIC FINANCIAL STATEMENTS:	
Consolidated Statement of Financial Position	4
Consolidated Statement of Activities	5
Consolidated Statement of Functional Expenses	6
Consolidated Statement of Cash Flows	7
Notes to Consolidated Financial Statements	8
SUPPLEMENTARY INFORMATION	
Consolidating Statement of Financial Position	30
Consolidating Statement of Activities	31
Statement of Financial Position – Harbor Homes, Inc.	32
Statement of Activities – Harbor Homes, Inc.	5
Statement of Functional Expenses – Harbor Homes, Inc.	34
Statement of Functional Expenses - Greater Nashua Council on Alcoholism	35



INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Harbor Homes, Inc. and Affiliates d/b/a
Harbor Care

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Harbor Homes, Inc. and Affiliates d/b/a Harbor Care, which comprise the consolidated statement of financial position as of June 30, 2020, 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 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

Nashua, New Hampshire
Manchester, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine

800.282.2440 | melansoncpas.com



presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. d/b/a Harbor Care as of June 30, 2020, and the changes in its net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Harbor Homes, Inc. and Affiliates d/b/a Harbor Care's fiscal year 2019 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated October 21, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Other Information

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



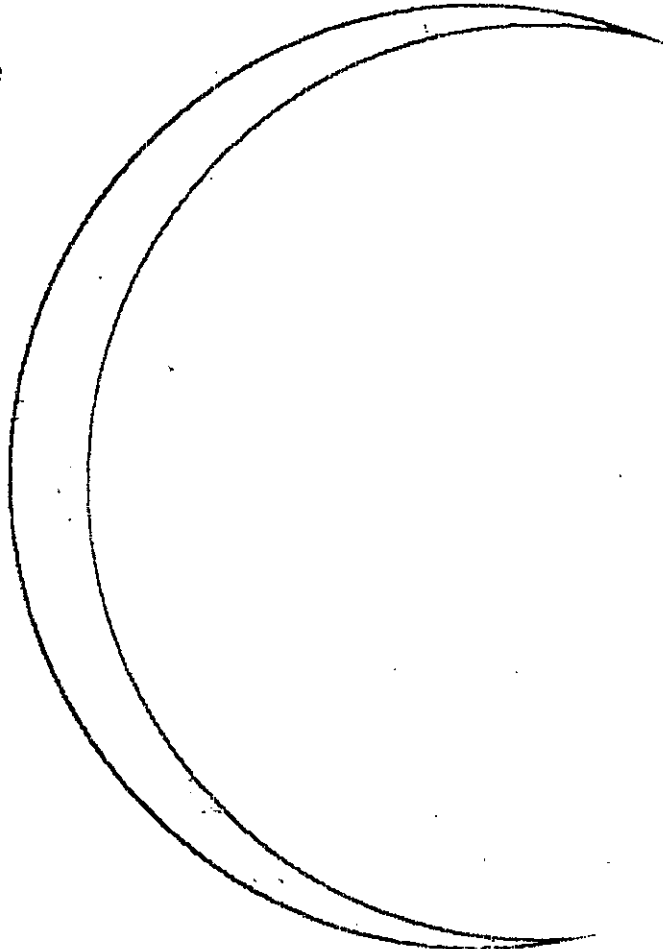
information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2020 on our consideration of Harbor Homes, Inc. and Affiliates d/b/a Harbor Care's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Harbor Homes, Inc. and Affiliates d/b/a Harbor Care's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Harbor Homes, Inc. and Affiliates d/b/a Harbor Care's internal control over financial reporting and compliance.

Melanson

Manchester, New Hampshire
December 16, 2020



**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

**Consolidated Statement of Financial Position
June 30, 2020
(with comparative totals as of June 30, 2019)**

	2020			
	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 5,828,960	\$ 58,067	\$ 5,887,027	\$ 2,255,449
Restricted cash	1,128,413	-	1,128,413	1,193,792
Receivables, net	3,070,954	-	3,070,954	2,981,834
Patient receivables (FQHC), net	422,731	-	422,731	645,963
Inventory	124,281	-	124,281	116,413
Other assets	100,992	-	100,992	34,084
Total Current Assets	10,676,331	58,067	10,734,398	7,227,535
Noncurrent Assets:				
Investments	226,159	-	226,159	228,209
Property and equipment, net	32,836,963	-	32,836,963	34,363,395
Other assets	60,300	-	60,300	53,501
Total Noncurrent Assets	33,123,422	-	33,123,422	34,645,105
TOTAL ASSETS	\$ 43,799,753	\$ 58,067	\$ 43,857,820	\$ 41,872,640
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Lines of credit	\$ 621,772	\$ -	\$ 621,772	\$ 1,068,271
Current portion of mortgages payable	627,482	-	627,482	560,466
Refundable advances	1,415,359	-	1,415,359	-
Accounts payable	1,193,386	-	1,193,386	2,116,306
Accrued payroll and related expenses	1,037,779	-	1,037,779	1,024,330
Other liabilities	348,849	-	348,849	913,916
Total Current Liabilities	5,244,627	-	5,244,627	5,683,289
Noncurrent Liabilities:				
Construction loan payable	-	-	-	3,235,875
Accrued payroll and related expenses	413,105	-	413,105	452,714
Mortgages payable, net of current portion	15,178,330	-	15,178,330	15,002,097
Mortgages payable, tax credits	487,553	-	487,553	528,793
Mortgages payable, deferred	10,093,496	-	10,093,496	9,890,996
Other liabilities	139,475	-	139,475	133,411
Total Noncurrent Liabilities	26,311,959	-	26,311,959	29,243,886
Total Liabilities	31,556,586	-	31,556,586	34,927,175
Net Assets:				
Without donor restrictions:				
Undesignated	12,242,926	-	12,242,926	6,705,159
Noncontrolling interest in Boulder Point, LLC (Note 15)	241	-	241	-
With donor restrictions:				
Purpose and time restricted	-	58,067	58,067	240,306
Total Net Assets	12,243,167	58,067	12,301,234	6,945,465
TOTAL LIABILITIES AND NET ASSETS	\$ 43,799,753	\$ 58,067	\$ 43,857,820	\$ 41,872,640

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

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

**Consolidated Statement of Activities
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)**

	2020			
	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
SUPPORT AND REVENUE				
Support:				
Grants:				
Federal	\$ 6,850,223	\$ -	\$ 6,850,223	\$ 5,637,874
State	11,822,020	-	11,822,020	14,107,741
Contributions	3,076,857	83,851	3,160,708	852,256
CARES Act grant (Note 11)	2,554,938	-	2,554,938	-
Special events:				
Exchange portion (value of benefit received)	-	-	-	-
Contribution portion	80,954	-	80,954	232,180
Less cost of special events	(57,204)	-	(57,204)	(88,234)
Net special events revenue	23,750	-	23,750	143,946
Total Support	24,327,788	83,851	24,411,639	20,741,817
Revenue:				
Patient services revenues (FQHC), net	6,176,974	-	6,176,974	5,404,995
Patient services revenues (other), net	7,517,922	-	7,517,922	7,690,923
Veterans Administration programs	2,181,057	-	2,181,057	2,416,766
Rental income, net				
Rental vouchers	1,837,613	-	1,837,613	1,405,600
Resident payments	1,085,688	-	1,085,688	761,722
Other	268,200	-	268,200	347,725
Contracted services	477,190	-	477,190	624,952
Management fees	-	-	-	23,450
Other	145,627	-	145,627	96,208
Total Revenue	19,690,271	-	19,690,271	18,772,341
Net Assets Released from Restrictions	266,090	(266,090)	-	-
Total Support and Revenue	44,284,149	(182,239)	44,101,910	39,514,158
EXPENSES				
Program services	32,520,642	-	32,520,642	34,131,359
Management and general	5,543,811	-	5,543,811	4,247,544
Fundraising and development	246,891	-	246,891	438,954
Total Expenses	38,311,344	-	38,311,344	38,817,857
Change in Net Assets From Operations	5,972,805	(182,239)	5,790,566	696,301
NONOPERATING ACTIVITIES				
Investment income (loss), net	(4,016)	-	(4,016)	12,540
Gain (loss) on disposal of fixed assets	1,290,317	-	1,290,317	689,174
Depreciation	(1,721,098)	-	(1,721,098)	(1,471,904)
Total Nonoperating Activities	(434,797)	-	(434,797)	(770,190)
CHANGE IN NET ASSETS	5,538,008	(182,239)	5,355,769	(73,889)
NET ASSETS, BEGINNING OF YEAR	6,705,159	240,306	6,945,465	7,019,354
NET ASSETS, END OF YEAR	\$ 12,243,167	\$ 58,067	\$ 12,301,234	\$ 6,945,465

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

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

**Consolidated Statement of Functional Expenses
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)**

	2020			2020	2019
	Program Services	Management and General	Fundraising and Development	Total	Total
Expenses:					
Personnel expenses:					
Salaries and wages	\$ 14,573,889	\$ 3,437,841	\$ 183,034	\$ 18,194,764	\$ 17,537,662
Employee benefits	1,808,852	491,673	13,937	2,314,462	2,452,426
Payroll taxes	1,098,136	230,315	13,947	1,342,398	1,400,021
Retirement contributions	382,747	287,696	2,200	672,643	517,158
Client services:					
Rental assistance	3,407,944	-	-	3,407,944	6,041,859
Insurance assistance	1,124,657	-	-	1,124,657	996,870
Food and nutrition services	217,051	-	-	217,051	249,821
Counseling and support services	24,015	-	-	24,015	11,923
Other client assistance	415,280	-	-	415,280	381,170
Professional services:					
Contracted services	3,336,616	14,110	5,500	3,356,226	2,247,838
Legal fees	111,198	192,660	-	303,858	132,753
Professional fees	84,293	67,967	2,065	154,325	146,308
Accounting fees	2,121	147,318	-	149,439	125,510
Advertising and promotion	52,944	7,786	1,512	62,242	62,788
Conferences, conventions, and meetings	179,123	1,611	469	181,203	273,017
Grants and donations	569,166	9,431	-	578,597	471,099
Information technology	320,466	190,204	1,197	511,867	479,718
Insurance	169,473	10,448	121	180,042	161,287
Interest expense	825,147	74,469	-	899,616	919,036
Miscellaneous	76,469	75,467	2,112	154,048	191,840
Occupancy	1,132,914	164,965	7,679	1,305,558	1,255,286
Office expenses	422,281	112,051	10,598	544,930	553,016
Supplies	1,967,402	21,240	1,928	1,990,570	1,935,680
Travel	218,458	6,559	592	225,609	273,771
Total Functional Expenses	\$ 32,520,642	\$ 5,543,811	\$ 246,891	\$ 38,311,344	\$ 38,817,857

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

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

**Consolidated Statement of Cash Flows
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)**

	<u>2020</u>	<u>2019</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 5,355,769	\$ (73,889)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	1,721,098	1,471,904
Amortization of tax credit liability	(69,640)	(21,044)
Unrealized gain on investments	2,050	(10,802)
Gain on disposal of fixed assets	(1,290,317)	(689,174)
Inclusion of new entity in consolidated statements	-	49,811
Changes in operating assets and liabilities:		
Receivables	(89,120)	(921,415)
Patient receivables	223,232	655,085
Inventory	(7,868)	6,665
Other assets	(73,707)	(24,306)
Accounts payable	(922,920)	1,250,916
Accrued payroll and related expenses	(26,160)	343,336
Other liabilities	(559,003)	-
Refundable advance	1,415,359	-
Net Cash Provided by Operating Activities	<u>5,678,773</u>	<u>2,037,087</u>
Cash Flows From Investing Activities:		
Purchase of fixed assets	(581,202)	(438,091)
Proceeds from sale of fixed assets	1,676,853	1,309,000
Net Cash Provided by Investing Activities	<u>1,095,651</u>	<u>870,909</u>
Cash Flows From Financing Activities:		
Borrowings from lines of credit	5,089,856	8,808,099
Payments on lines of credit	(5,536,355)	(9,025,251)
Proceeds from short-term borrowings	-	400,000
Payments on short-term borrowings	-	(400,000)
Proceeds from deferred mortgages	202,500	-
Proceeds from tax credits	128,400	-
Proceeds from long-term borrowings	98,913	-
Payments on long-term borrowings	(3,191,539)	(818,506)
Net Cash Used by Financing Activities	<u>(3,208,225)</u>	<u>(1,035,658)</u>
Net Change	<u>3,566,199</u>	<u>1,872,338</u>
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>3,449,241</u>	<u>1,576,903</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 7,015,440</u>	<u>\$ 3,449,241</u>
Supplemental disclosures of cash flow information:		
Interest paid	\$ 899,616	\$ 919,036
Non-cash financing activities - debt financed fixed assets	\$ -	\$ 4,947,262
Non-cash financing activities - construction loan refinance	\$ 2,226,890	\$ -

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

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

Notes to Consolidated Financial Statements
For the Year Ended June 30, 2020

1. Organization

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

While each nonprofit organization in the collaboration is a separate legal entity with its own 501(c)(3) public charity status, mission, budget, and staff, they share back-end resources whenever it is efficient to do so, and collaborate on service delivery when it leads to better client outcomes. Additionally, whenever expertise in a particular area is needed by one organization, if another has access to that, it is shared. This reduces the overall administrative costs of each organization, and ensures that more of every philanthropic dollar received goes directly to client care. 81% of total annual expenses are for providing care and services.

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

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

Harbor Homes, Inc. – Housing and Healthcare

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

Harbor Homes, Inc. – Housing and Healthcare

Has provided supports for New Hampshire's most vulnerable citizens since 1982. It has grown from a single group home for individuals who were de-institutionalized, into a full continuum of housing, healthcare, and supportive services for communities facing low-incomes, homelessness, and disability. Housing programs provide housing for 2,000

individuals annually, and its Federally Qualified Health Center for the Homeless provides affordable healthcare to more than 3,000. In Greater Nashua over the past decade, Harbor Homes has effectively ended homelessness for veterans and for persons living with HIV/AIDS, and has decreased chronic and unsheltered homelessness substantially. Harbor Homes is on the front lines of Nashua's opioid crisis; its extensive services have reduced overdose deaths markedly.

Harbor Homes Plymouth, LLC – Housing Project Management

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

Boulder Point, LLC – Housing Project Development

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

Welcoming Light, Inc., Harbor Homes II, Inc., Harbor Homes III, Inc., and HH Ownership, Inc. – Housing Programs and Ownership

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

Greater Nashua Council on Alcoholism d/b/a Keystone Hall – Substance Misuse Treatment

Keystone Hall is Greater Nashua's only comprehensive substance use disorder treatment center. Every year, it catalyzes change in 800 individuals, including those experiencing homelessness, those without adequate insurance, and pregnant and parenting women. No one is denied treatment due to an inability to pay; most clients pay nothing for services. While in residential treatment clients have all basic needs met, including food, transportation, clothing, and integrated healthcare through Harbor Care. Substance use disorder treatment services are evidence-based, gender-specific, and culturally competent, and include residential (with a specific program for pregnant and parenting women and their children), outpatient, intensive outpatient, and drug court services.

Healthy at Home, Inc. – In-Home Health Care

A Medicare-certified home health agency, Healthy at Home helps clients address physical and behavioral health challenges to live full, happy lives at home by providing consistent, compassionate care and daily-living assistance. Healthy at Home works hard

to serve clients, regardless of financial barriers. Many of its 250 clients are among the hardest to serve, as their insurance may not fully cover incurred expenses. Ultimately, services keep clients in their own homes, and out of hospitals, institutions, or nursing homes. Staff provide skilled nursing, physical therapy, occupational therapy, speech therapy, homemaking services, respite care, and Alzheimer's care and dementia care.

SARC (Salem Association for Retarded Citizens) Housing Needs Board, Inc. – Housing Programs And Ownership

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

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

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

2. Summary of Significant Accounting Policies

Change in Accounting Principle

ASU 2014-09 and ASU 2018-08 Revenue Recognition

The Organization has adopted Accounting Standards Update (ASU) No. 2014-09 - *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU No. 2018-08 *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Organization's financial reporting. ASU 2014-09 and 2018-08 have been implemented in fiscal year 2020, and the presentation in these consolidated financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant changes in the way the Organization recognizes revenue, and therefore no changes to the previously issued audited consolidated financial statements (presented in these consolidated financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2016-01 Equity Investments

In fiscal year 2020, the Organization has adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which relates to the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments. The adoption of this ASU did not have a significant impact on the consolidated financial statements.

ASU 2018-13 Changes to the Disclosure Requirements for Fair Value Measurement

In fiscal year 2020, the Organization has adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements, and removed disclosures related to transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing transfers between levels, the valuation process of Level 3 fair value measurements, and a roll forward of Level 3 investments. The adoption of this ASU did not have a significant impact on the consolidated financial statements.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended June 30, 2019, 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

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.

Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the

assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Consolidated Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions are written off when deemed uncollectable. Management has determined that no allowance is necessary.

Grants Receivable

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable federal and state contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

Patient Receivables

Patient receivables relate to health care services provided by the Organization's Federally Qualified Health Care Center (FQHC). 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. No allowance has been provided as management believes none of the inventory is obsolete.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Consolidated Statement of Financial Position. Net investment income/(loss) is reported in the Consolidated Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses. Investments include equity securities of public companies which are carried at fair value based on quoted market prices.

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 years 2020 or 2019.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions.

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets with Donor Restrictions

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

Revenue and Revenue Recognition

Support

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give – that is, those with a measurable performance or other barrier and a right of return – are not recognized until the conditions on which they depend have been met.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Consolidated Statement of Financial Position.

The Organization records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

Revenue

The performance obligation of delivering patient services is simultaneously received and consumed by patients when services are provided, therefore the Organization recognizes patient services revenues when the services are provided. 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. 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.

The Organization recognizes revenue from Veterans Administration programs based on units of service as services are provided. Revenue related to rental income, including rental vouchers, resident payments, and other related costs is recognized when the performance obligation of providing the space and related costs is satisfied. Revenues derived from providing contracted services are recognized as the services are provided to the recipients. All revenue paid in advance is deferred to the period to which it relates or when the underlying event or rental takes place.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the consolidated financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets and (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense 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 amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use. No significant contributions of such goods or services were received during the years ended June 30, 2020 and 2019, respectively.

Advertising Costs

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

Functional Allocation of Expenses

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

Measure of Operations

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services. Non-operating activities are limited to resources outside of those programs and services and are comprised of investment income, non-recurring gains and losses on sales and dispositions, and depreciation.

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 2020, Harbor Homes, Inc. was subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

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

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

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and those differences could be material.

Financial Instruments and Credit Risk

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

Fair Value Measurements and Disclosures

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

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

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

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

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future
Leases

In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the income statement. This ASU will be effective for the Organization for the year ending June 30, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the fiscal year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Contributed Nonfinancial Assets

In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Consolidated Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, are comprised of the following at June 30, 2020 and 2019:

Financial assets as year end:	2020	2019
Cash and cash equivalents	\$ 5,887,027	\$ 2,255,449
Restricted cash	1,128,413	1,193,792
Receivables	3,493,685	3,627,797
Investments	226,159	228,209
Total financial assets	10,735,284	7,305,247
Less amounts not available to be used within one year:		
Restricted cash	1,128,413	1,193,792
Investments	226,159	228,209
	1,354,572	1,422,001
Financial assets available to meet general expenditures over the next year	\$ 9,380,712	\$ 5,883,246

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

4. Restricted Cash

Restricted cash consists of accounts which are restricted for various purposes, and are comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Construction escrows	\$ 35,005	\$ 471,769
Reserve for replacements*	965,745	619,194
Residual receipt deposits*	46,190	43,224
Security deposits	<u>81,473</u>	<u>59,605</u>
Total	<u>\$ 1,128,413</u>	<u>\$ 1,193,792</u>

*Required by the Department of Housing and Urban Development.

5. Receivables

Receivables consist of the following at June 30, 2020 and 2019:

	<u>2020</u>			<u>2019</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 2,319,925	\$ -	\$ 2,319,925	\$ 1,798,715	\$ -	\$ 1,798,715
Medicaid/Medicare	779,277	(130,068)	649,209	731,267	(55,043)	676,224
Residents and patients	130,018	(38,178)	91,840	288,680	(51,849)	236,831
Security deposits	2,247	-	2,247	1,428	-	1,428
Other	<u>7,733</u>	<u>-</u>	<u>7,733</u>	<u>271,506</u>	<u>(2,870)</u>	<u>268,636</u>
Total	<u>\$ 3,239,200</u>	<u>\$ (168,246)</u>	<u>\$ 3,070,954</u>	<u>\$ 3,091,596</u>	<u>\$ (109,762)</u>	<u>\$ 2,981,834</u>

6. Patient Receivables (FQHC)

Patient receivables, related to the Organization's Federally Qualified Health Care Center (FQHC), consist of the following at June 30, 2020 and 2019:

	<u>2020</u>			<u>2019</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid/Medicare	\$ 254,755	\$ (2,867)	\$ 251,888	\$ 233,671	\$ (28,884)	\$ 204,787
Other	<u>280,894</u>	<u>(110,051)</u>	<u>170,843</u>	<u>561,134</u>	<u>(119,958)</u>	<u>441,176</u>
Total	<u>\$ 535,649</u>	<u>\$ (112,918)</u>	<u>\$ 422,731</u>	<u>\$ 794,805</u>	<u>\$ (148,842)</u>	<u>\$ 645,963</u>

7. Investments

Investments are stated at fair value and consist of the following at June 30, 2020 and 2019:

	2020		
	Fair Value	Level 1	Level 3
Equities	\$ 25,910	\$ 25,910	\$ -
Beneficial interest	175,512	-	175,512
Charitable annuity	<u>24,737</u>	<u>-</u>	<u>24,737</u>
Total	<u>\$ 226,159</u>	<u>\$ 25,910</u>	<u>\$ 200,249</u>

	2019		
	Fair Value	Level 1	Level 3
Equities	\$ 26,530	\$ 26,530	\$ -
Beneficial interest	177,003	-	177,003
Charitable annuity	<u>24,676</u>	<u>-</u>	<u>24,676</u>
Total	<u>\$ 228,209</u>	<u>\$ 26,530</u>	<u>\$ 201,679</u>

8. Property and Equipment

Property and equipment is comprised of the following at June 30, 2020 and 2019:

	2020	2019
Land	\$ 4,194,626	\$ 4,327,743
Land improvements	788,229	54,944
Buildings	31,974,586	27,337,257
Building improvements	7,147,668	7,171,172
Software	883,740	1,075,408
Vehicles	454,477	404,192
Furniture, fixtures, and equipment	769,131	759,036
Medical and dental equipment	236,976	236,976
Leasehold improvements	7,542	7,542
Construction in progress	<u>-</u>	<u>6,048,375</u>
Subtotal	46,456,975	47,422,645
Less accumulated depreciation	<u>(13,620,012)</u>	<u>(13,059,250)</u>
Total	<u>\$ 32,836,963</u>	<u>\$ 34,363,395</u>

Depreciation expense totaled \$1,721,098 and \$1,471,904 for the years ended June 30, 2020 and 2019, respectively.

9. Accrued Payroll and Related Liabilities

Accrued payroll and related liabilities at June 30, 2020 and 2019 include the following:

	2020			2019		
	Current	Long-Term		Current	Long-Term	Total
Compensated absences	\$ 137,701	\$ 413,105	\$ 550,806	\$ 224,387	\$ 452,714	\$ 677,101
Payroll and related liabilities	900,078	-	900,078	799,943	-	799,943
Total	<u>\$ 1,037,779</u>	<u>\$ 413,105</u>	<u>\$ 1,450,884</u>	<u>\$ 1,024,330</u>	<u>\$ 452,714</u>	<u>\$ 1,477,044</u>

10. Lines of Credit

At June 30, 2020, the Organization had the following lines of credit available:

Harbor Homes, Inc.

\$1,600,000 of credit available from TD Bank, N. A. due January 28, 2021, secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the Wall Street Journal Prime Rate plus 1.00% adjusted daily. As of June 30, 2020, the credit line had an outstanding balance of \$621,772 at an interest rate of 6.50%. As a result of the lack of clear guidance on the inclusion of Paycheck Protection Program loans in the debt covenant calculations, the bank has opted to issue a waiver in the interim. The Organization believes that once clarification is received with respect to the treatment of Paycheck Protection Program loans in the debt covenant calculation that it will be in compliance with all covenant requirements.

Harbor Homes, Inc.

\$500,000 line of credit available from TD Bank, N. A. due January 31, 2021, secured by all business assets, fully paid and closed at June 30, 2020. Prior to closing, the Organization was required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the Wall Street Journal Prime Rate plus 1.00% adjusted daily (6.50% at June 30, 2020). As a result of the lack of clear guidance on the inclusion of Paycheck Protection Program loans in the debt covenant calculations, the bank has opted to issue a waiver in the interim. The Organization believes that once clarification is received with respect to the treatment of Paycheck Protection Program loans in the debt covenant calculation that it will be in compliance with all covenant requirements.

Greater Nashua Council on Alcoholism

\$750,000 line of credit available from Merrimack County Savings Bank, due on demand, and secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate plus 1.00% (6.50% at June 30, 2020) to Merrimack County Savings Bank. As of June 30, 2020, the credit line had an outstanding balance of \$0. Debt covenant requirements have been met in fiscal year 2020.

Healthy at Home, Inc.

\$250,000 of credit available from TD Bank, N. A., due January 31, 2021, secured by all business assets, fully paid and closed at June 30, 2020. Prior to closing, the interest rate was the Wall Street Journal Prime Rate plus 1.00% (6.50% at June 30, 2020). Debt covenant requirements were met during fiscal year 2020.

11. CARES Act Refundable Advance

In April 2020, the Organization received \$3,820,397 under the Small Business Administration (SBA) Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which was enacted March 27, 2020, provides for loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses. The loans and accrued interest may be forgiven after eight weeks for awards to Greater Nashua Council on Alcoholism and Healthy at Home or twenty-four weeks for awards to Harbor Homes, Inc. and Southern New Hampshire HIV/AIDS Task Force providing the Organization uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains certain payroll levels. The amount of loan forgiveness will be reduced if the Organization terminates employees or reduces salaries during the eight week period.

Any unforgiven portion of the PPP loan is payable over two years at an interest rate of 1% with deferral of payments for the first ten months. The Organization believes that at June 30, 2020 a majority of the proceeds had been used for purposes consistent with the PPP requirements. Further, it is expected that the remaining proceeds will be used for purposes consistent with PPP requirements in fiscal year 2021 however, while the Organization believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, the Organization cannot guarantee that the loan will be forgiven, in whole or in part. In accordance with Generally Accepted Accounting Principles, the Organization has recognized \$2,554,938 of the PPP loan as revenue as a result of qualifying expenses incurred in fiscal year 2020. The remaining balance of the PPP loan, in the amount of \$1,265,459 is reflected as a refundable advance in the Consolidated Statement of Financial Position.

In June 2020, the Harbor Homes, Inc. entered into an Economic Injury Disaster Loan (EIDL) with the U.S. Small Business Administration (SBA) in the amount of \$149,900. Proceeds are to be used to alleviate economic injury caused by the disaster. Monthly payments of \$641, including principal and interest at 2.75%, will begin in June 2021.

12. Mortgages Payable

Mortgages payable as of June 30, 2020 consisted of the following:

Principal Balance	Payment Amount	Payment Frequency	Interest Rate	Maturity	Property/Security
\$ 3,480,404	\$ 19,635	Monthly	4.00%	09/15/42	615 Amherst Street in Nashua, NH
3,333,962	-	Interest only	4.38%	10/15/29	75-77 Northeastern Boulevard in Nashua, NH
1,110,847	7,879	Monthly	6.77%	12/05/33	335 Somerville Street in Manchester, NH
1,215,175	-	Interest only	5.00%	09/15/29	75-77 Northeastern Boulevard in Nashua, NH
1,070,491	6,193	Monthly	4.57%	12/05/33	335 Somerville Street in Manchester, NH
999,606	7,768	Monthly	7.05%	10/01/40	59 Factory Street in Nashua, NH
745,728	4,855	Monthly	6.73%	03/03/26	Boulder Point Dr., Plymouth, NH
593,725	5,126	Monthly	6.97%	12/12/36	46 Spring Street in Nashua, NH
523,824	5,324	Monthly	4.38%	08/12/30	45 High Street in Nashua, NH
542,511	3,996	Monthly	4.75%	12/12/36	46 Spring Street in Nashua, NH
419,935	2,692	Monthly	4.75%	10/01/40	59 Factory Street in Nashua, NH
376,763	2,040	Monthly	5.00%	03/03/26	Boulder Point Dr., Plymouth, NH
311,295	5,276	Monthly	9.25% (1)	12/01/26	Allds Street in Nashua, NH
219,768	3,369	Monthly	9.25% (1)	01/01/28	Chestnut Street in Nashua, NH
232,193	1,425	Monthly	4.75%	04/06/42	99 Chestnut Street in Nashua, NH
201,811	1,731	Monthly	7.00% (1)	09/28/36	7 Trinity Street in Claremont, NH
150,716	3,184	Monthly	9.25% (1)	05/01/25	North Main St and Grove St in Antrim, NH
84,590	3,419	Monthly	1.00%	04/05/22	Mobile van
81,759	3,419	Monthly	1.00%	03/05/22	615 Amherst Street in Nashua, NH
76,749	2,543	Monthly	9.25% (1)	04/01/23	Salem, NH property
55,988	2,385	Monthly	9.25% (1)	08/01/22	3 Winter Street in Nashua, NH
41,484	299	Monthly	3.89%	10/01/35	59 Factory Street in Nashua, NH
\$ 15,869,324	Subtotal				
(63,512)	Debt issuance costs				
(627,482)	Payments due in the next fiscal year				
\$ 15,178,330	Mortgages payable, net of current portion and unamortized debt issuance costs				

(1) HUD issued and backed.

Future maturities are as follows:

Year	Amount
2021	\$ 627,482
2022	628,889
2023	560,367
2024	561,152
2025	590,505
Thereafter	12,900,929
Total	\$ 15,869,324

13. Mortgages Payable, Tax Credits

Mortgages payable, tax credits consist of mortgages held by the Community Development Finance Authority through the Community Development Investment Program, through the sale of tax credits to donor organizations. At June 30, 2020, these tax credits totaled \$487,553. The tax credits self-amortize over the mortgage term.

14. Mortgages Payable, Deferred

The Organization has deferred mortgages outstanding, secured by real property, totaling \$10,093,496 and \$9,890,996 at June 30, 2020 and 2019, respectively. These loans are interest free, and are not required to be repaid unless the Organization is in default with the terms of the loan agreements or, for certain loans, if an operating surplus occurs within that program. The deferred loans are subordinate to any non-deferred loan on the related property.

Deferred mortgages payable at June 30, 2020 and 2019 are as follows:

	<u>2020</u>	<u>2019</u>
City of Manchester:		
Somerville Street property	\$ <u>300,000</u>	\$ <u>300,000</u>
Total City of Manchester	300,000	300,000
City of Nashua:		
Factory Street property	580,000	580,000
Spring Street property	491,000	491,000
Strawberry Bank condominiums	80,000	80,000
High Street fire system	<u>65,000</u>	<u>65,000</u>
Total City of Nashua	1,216,000	1,216,000
Department of Housing and Urban Development:		
Strawberry Bank condominiums	<u>436,400</u>	<u>436,400</u>
Total Department of Housing and Urban Development	436,400	436,400
Federal Home Loan Bank (FHLB):		
Boulder Point property	500,000	500,000
Factory Street property	400,000	400,000
Somerville Street property	400,000	400,000
Spring Street property	398,747	398,747
Amherst Street property	<u>385,000</u>	<u>385,000</u>
Total FHLB	2,083,747 (1)	2,083,747 (1)
NHHFA:		
Boulder Point property	2,025,000	1,822,500
Amherst Street property	1,500,000	1,500,000
Factory Street property	982,349	982,349
Spring Street property	550,000	550,000
Somerville Street property	<u>1,000,000</u>	<u>1,000,000</u>
Total NHHFA	6,057,349 (2)	5,854,849 (2)
Total Mortgages Payable, Deferred	\$ <u>10,093,496</u>	\$ <u>9,890,996</u>

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

(2) Non-recourse.

15. Changes in Net Assets Without Donor Restrictions Attributable to Noncontrolling Interest in Boulder Point LLC

Net assets without donor restrictions reported in the consolidated financial statements include both the controlling and noncontrolling interests in Boulder Point, LLC. At June 30, 2020 Harbor Homes, Inc. was the sole member of Harbor Homes Plymouth, LLC. who had a 0.01% investment in, and controlling interest as the managing member of Boulder Point, LLC. Changes in consolidated net assets without donor restrictions attributable to Boulder Point, LLC. are as follows for the year ended June 30, 2020:

	Boulder Point, LLC		
	Noncontrolling Interest (0.01%)	Controlling Interest (99.99%)	Total
Beginning of year	\$ (1)	\$ (12,190)	\$ (12,191)
Capital contribution	270	2,698,855	2,699,125
Change in net assets*	<u>(28)</u>	<u>(275,537)</u>	<u>(275,565)</u>
End of year	\$ <u>241</u>	\$ <u>2,411,128</u>	\$ <u>2,411,369</u>

*Change in net asset above excludes capital contributions included in the Consolidated Statement of Activities (reported as contributions).

16. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following at June 30, 2020 and 2019:

<u>Purpose</u>	<u>2020</u>	<u>2019</u>
Capital improvements	\$ -	\$ 25,000
Client services	7,070	18,122
Dental	15,000	12,500
Housing	18,500	125,000
Miscellaneous	15,564	32,700
Special events	<u>1,933</u>	<u>26,984</u>
Total	\$ <u>58,067</u>	\$ <u>240,306</u>

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

17. Patient Services Revenue (FQHC)

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 for fiscal years 2020 and 2019:

	2020			2019	
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	\$ 4,624,317	\$ (573,287)	\$ -	\$ 4,051,030	\$ 3,058,594
Medicare	2,655,216	(978,969)	-	1,676,247	1,544,433
Third-party	1,033,535	(507,773)	-	525,762	766,989
Sliding fee/free care	339,771	-	(300,446)	39,325	125,576
Self-pay	136,823	-	(8,333)	128,490	177,869
Subtotal	\$ 8,789,662	\$ (2,060,029)	\$ (308,779)	6,420,854	5,673,461
Provision for bad debts				(243,880)	(268,466)
Total				\$ 6,176,974	\$ 5,404,995

18. Grants

The Organization has been awarded cost-reimbursable grants of \$272,469 that have not been recognized at June 30, 2020 because qualifying expenditures have not yet been

incurred. No amounts have been received in advance, and accordingly no amounts are reported in the Consolidated Statement of Financial Position as a refundable advance.

Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's Uniform Guidance, and review by grantor agencies. This 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.

19. Functionalized Expenses

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

Salaries, Wages, and Benefits

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

Occupancy Costs

Occupancy costs are allocated as follows:

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

20. Deferred Compensation Plan

The Organization had a 401(k) retirement plan to qualifying employees. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the years ended June 30, 2020 and 2019 were \$672,643 and \$463,822, respectively.

The Organization also maintains a deferred compensation plan for certain directors (the SA Plan). The deferred compensation liability under the SA Plan was \$59,700 and \$44,400 at June 30, 2020 and June 30, 2019, respectively, and is recorded as a long-term liability. This liability is offset by a corresponding long-term asset.

21. Concentration of Risk

A material portion of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization.

22. Commitments and Contingencies

Patient Services

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.

COVID-19

The COVID-19 outbreak in the United States has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those we serve, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or result of operations is uncertain.

23. Supplemental Disclosure of Cash Flow Information

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.

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 5,887,027	\$ 2,255,449
Restricted cash	<u>1,128,413</u>	<u>1,193,792</u>
 Total Cash, Cash Equivalents, and Restricted Cash shown in the Consolidated Statement of Cash Flows	 \$ <u>7,015,440</u>	 \$ <u>3,449,241</u>

24. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

25. Subsequent Events

Subsequent events have been evaluated through December 16, 2020, which is the date the consolidated financial statements were available to be issued.

Welcoming Light, Inc. entered into an agreement to purchase property located at 12 Auburn Street in Nashua, New Hampshire for \$551,000 with an expected closing date on or before January 2021. The acquisition will be used to provide low income housing programs for mainstream, transitional, and/or permanent housing programs.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

**Consolidating Statement of Financial Position
June 30, 2020
(with comparative totals as of June 30, 2019)**

	Harbor Homes, Inc.	Shoulder Engl. LLC	Harbor Homes B. Inc.	Harbor Homes B. Inc.	HH Plymouth, Inc.	Greater Boston Council on Aging	Healthy at Home, Inc.	Welcoming LIFE, Inc.	SARC Housing Needs Center, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Subtotal	Eliminate	2020 Total	2019 Total
ASSETS														
Current Assets:														
Cash and cash equivalents	\$ 3,878,258	\$ 185,779	\$ 1,050	\$ 761	\$ 490	\$ 1,330,897	\$ 61,777	\$ 7,054	\$ 41,057	\$ 189,951	\$ 5,887,827	\$ -	\$ 5,887,827	\$ 2,755,449
Restricted cash	426,415	247,276	24,200	28,679	19,944	271,993	-	35,838	74,088	-	1,128,413	-	1,128,413	1,193,792
Receivables, net	2,317,824	17,807	2,676	949	7,444	810,314	160,701	3,791	-	279,948	3,220,954	(150,008)	3,070,954	2,981,834
Prepaid receivables, net	422,731	-	-	-	-	-	-	-	-	-	422,731	-	422,731	845,963
Due from related organizations	2,160,953	151,919	-	-	-	-	-	-	-	-	2,312,872	(2,314,312)	-	-
Inventory	174,281	-	-	-	-	-	-	-	-	-	174,281	-	174,281	116,413
Other assets	3,792	65,894	-	-	-	19,601	2,421	-	-	-	12,312	-	100,992	35,924
Total Current Assets	9,331,622	670,615	27,926	30,389	27,878	2,242,807	224,901	46,183	116,125	483,214	13,198,710	(2,464,312)	10,734,398	7,277,535
Noncurrent Assets:														
Investments	276,158	-	-	-	-	-	-	-	-	-	276,158	-	276,158	278,208
Property and equipment, net	20,542,926	6,894,269	780,183	273,763	283,106	5,119,717	5,011	303,926	94,408	3,017	33,670,260	(833,297)	32,836,963	34,363,395
Deferred notes receivable	1,271,105	-	-	-	-	-	-	-	-	-	1,271,105	(1,271,105)	-	-
Other assets	275,000	278,184	-	-	-	-	-	-	-	-	553,184	(443,487)	109,697	55,501
Total Noncurrent Assets	22,264,190	7,172,453	780,183	273,763	283,106	5,119,717	5,011	303,926	94,408	3,017	35,073,517	(1,317,891)	33,755,626	34,927,104
TOTAL ASSETS	\$ 31,595,812	\$ 7,843,068	\$ 808,109	\$ 754,152	\$ 310,984	\$ 7,362,524	\$ 229,912	\$ 250,109	\$ 209,533	\$ 486,230	\$ 48,272,227	\$ (5,012,197)	\$ 43,260,030	\$ 41,872,640
LIABILITIES AND NET ASSETS														
Current Liabilities:														
Lines of credit	\$ 621,772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	621,772	\$ -	621,772	1,068,271
Current portion of mortgages payable	332,999	11,843	36,030	20,974	-	134,540	-	24,357	76,749	-	627,462	-	627,462	760,466
Refundable advances	1,311,829	-	-	-	-	-	-	-	-	-	1,311,829	-	1,311,829	-
Due to related organizations	1,392,519	175,293	179,504	23,581	11,901	21,104	172,994	260,538	1,339	75,397	2,314,312	(2,314,312)	-	-
Accounts payable	1,001,188	178,708	1,238	1,097	-	32,883	9,570	1,514	7,824	108,364	1,945,886	(190,008)	1,755,878	2,116,306
Accrued payroll and related expenses	763,717	-	-	-	-	201,918	50,159	-	-	21,985	1,037,779	-	1,037,779	1,024,330
Other liabilities	306,727	-	3,999	2,051	-	6,174	-	1,871	18,008	12,022	348,849	-	348,849	912,916
Total Current Liabilities	5,740,550	366,844	220,767	47,695	11,904	396,817	232,643	288,680	101,922	301,702	7,008,939	(2,464,312)	4,544,627	5,683,789
Noncurrent Liabilities:														
Construction loan payable	-	-	-	-	-	-	-	-	-	-	-	-	-	3,735,875
Accrued payroll and related expenses	819,888	-	-	-	-	70,931	11,682	-	-	-	831,519	-	831,519	452,714
Mortgages payable, net of current portion	10,103,141	1,110,650	275,275	198,794	-	3,364,111	-	176,859	-	-	15,178,130	-	15,178,130	15,007,897
Mortgages payable, tax credits	487,551	-	-	-	-	-	-	-	-	-	487,551	-	487,551	526,795
Mortgages payable, deferred	3,167,096	2,525,000	-	-	516,400	1,885,000	-	-	-	-	10,093,496	(1,771,105)	8,322,391	9,890,996
Deferred notes payable	-	1,271,105	-	-	-	-	-	-	-	-	1,271,105	(1,271,105)	-	-
Other liabilities	399,807	171,276	9,551	2,671	3,811	-	-	3,243	2,871	-	582,958	(443,487)	139,471	123,411
Total Noncurrent Liabilities	16,077,881	5,077,981	275,275	201,465	517,461	3,370,041	11,682	179,859	2,871	10,604	25,076,547	(6,715,897)	18,360,650	25,253,899
Total Liabilities	22,217,831	5,444,825	496,042	249,160	529,365	7,766,858	244,325	468,539	104,793	312,306	25,085,486	(7,180,209)	17,905,277	30,937,688
Net Assets:														
Without donor restrictions	9,319,960	2,398,177	(191,483)	4,990	(218,601)	1,645,665	(14,413)	(166,275)	104,840	172,524	13,076,464	(833,297)	12,243,167	6,705,158
With donor restrictions	58,097	-	-	-	-	-	-	-	-	-	58,097	-	58,097	240,206
Total Net Assets	9,378,057	2,398,177	(191,483)	4,990	(218,601)	1,645,665	(14,413)	(166,275)	104,840	172,524	13,134,561	(833,297)	12,300,834	6,945,364
TOTAL LIABILITIES AND NET ASSETS	\$ 31,595,812	\$ 7,843,068	\$ 808,109	\$ 754,152	\$ 310,984	\$ 7,362,524	\$ 229,912	\$ 250,109	\$ 209,533	\$ 486,230	\$ 48,272,227	\$ (5,012,197)	\$ 43,260,030	\$ 41,872,640

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

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

**Consolidating Statement of Activities
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)**

	Harbor Homes, Inc.	Seaside Homes, LLC	Harbor Homes, Inc.	Harbor Homes, Inc.	HH Plymouth, LLC	Greater Harbor Council on Alzheimer's	Health at Harbor, Inc.	Wellcoming Lifes, Inc.	SARC Housing Homes, Inc.	Seaside HH Homes, Inc.	Midland Regional Services, Inc.	Subtotal	Dispositions	2020 Total	2019 Total
SUPPORT AND REVENUE															
Support:															
Grants:															
Federal	\$ 6,299,947	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 1,000	\$ -	\$ -	\$ 731,350	\$ -	\$ 7,032,297	\$ (188,874)	\$ 6,843,423	\$ 5,437,874
State	7,863,442	-	-	-	-	2,036,131	87,350	957	-	1,339,897	-	11,827,020	-	11,827,020	14,307,741
Contributions	363,889	2,889,175	-	-	-	50,058	849	-	-	26,961	-	3,240,002	-	3,240,002	852,256
Cares Act funding	1,736,872	-	-	-	-	567,000	244,960	-	-	16,706	-	2,554,938	-	2,554,938	-
Special events:															
Contribution portion	75,999	-	-	-	-	-	-	-	-	4,955	-	80,954	-	80,954	132,180
Less cost of special events	(75,878)	-	-	-	-	-	(759)	-	-	(530)	-	(131,967)	-	(131,967)	(185,734)
Net special events revenue	20,121	-	-	-	-	-	(759)	-	-	4,425	-	18,881	-	18,881	(53,554)
Total Support	16,513,233	2,889,175	-	-	-	2,653,589	336,209	387	-	2,619,105	-	24,991,713	(188,874)	24,802,839	30,741,817
Revenue:															
Patient services revenue (PQRS), net	6,176,974	-	-	-	-	-	-	-	-	-	-	6,176,974	-	6,176,974	5,404,595
Patient services revenue (Other), net	2,915,251	-	-	-	-	3,145,825	2,451,510	-	-	-	5,334	7,517,932	-	7,517,932	7,080,921
Various administrative programs	2,181,867	-	-	-	-	-	-	-	-	-	-	2,181,867	-	2,181,867	2,416,766
Residential income, net															
Rental vouchers	1,846,891	-	128,050	106,548	17,584	-	-	101,514	96,502	-	-	1,887,613	-	1,887,613	1,406,880
Resident payments	677,747	380,979	43,937	30,834	14,797	-	-	21,788	37,366	-	-	1,085,688	-	1,085,688	761,775
Other	403,383	-	-	-	-	5,787	-	-	-	-	-	409,200	(148,895)	260,305	347,775
Developer fees	763,297	-	-	-	-	-	-	-	-	-	-	763,297	-	763,297	-
Contracted services	336,463	-	-	-	-	157,808	186,563	-	-	-	7,692	682,066	(213,905)	477,190	624,952
Management fees	83,127	-	-	-	-	-	-	-	-	-	-	83,127	(83,127)	-	23,450
Other	189,335	46,136	35	-	-	4,861	4,491	-	3,091	4,328	-	212,249	(108,677)	103,572	76,208
Total Revenue	15,097,713	307,257	375,967	337,372	35,796	3,314,687	3,644,884	123,617	179,956	2,621,442	12,984	24,991,713	(188,874)	24,802,839	30,741,817
Total Support and Revenue	31,411,002	3,006,793	375,967	337,372	35,796	5,970,081	7,289,768	123,617	179,956	2,621,442	12,984	49,983,426	(188,874)	49,794,555	61,483,634
EXPENSES															
Program services	24,974,788	774,081	171,889	97,553	28,558	3,666,135	3,327,400	81,446	57,315	2,533,783	9,075	33,176,133	(648,493)	32,527,640	34,312,359
Management and general	1,793,688	46,861	71,894	20,824	16,835	1,713,788	357,865	19,305	6,778	104,739	5,292	2,065,990	(81,179)	1,984,811	2,347,544
Funding and development	223,349	-	-	-	-	17,936	1,823	-	-	3,781	-	246,871	-	246,871	438,954
Total Expenses	26,991,825	820,942	243,783	118,377	45,393	5,397,659	3,687,088	100,751	64,093	2,641,303	14,367	35,483,903	(730,672)	34,753,231	37,098,857
Change in Net Assets from Operations	2,419,296	2,885,410	28,888	18,799	30,403	1,872,422	266,305	6,366	61,664	(20,861)	(1,383)	4,507,810	(763,297)	3,744,513	664,957
NONOPERATING ACTIVITIES															
Investment income (loss)	(4,678)	173	12	21	4	159	-	15	149	144	-	(4,854)	-	(4,854)	12,540
Gain (loss) on disposal of fixed assets	1,292,946	-	-	-	-	(2,629)	-	-	-	-	-	1,290,317	-	1,290,317	689,134
Depreciation	(1,045,801)	(274,254)	(24,852)	(21,318)	(14,849)	(294,801)	(18,901)	(26,136)	(5,775)	(1,018)	-	(1,711,299)	-	(1,711,299)	(1,727,304)
Total Nonoperating Activities	212,563	(274,081)	(24,840)	(21,307)	(14,845)	(297,241)	(18,901)	(26,121)	(5,726)	(1,018)	-	(434,787)	-	(434,787)	(725,190)
CHANGE IN NET ASSETS	2,661,860	2,411,329	1,988	(1,307)	(1,341)	775,955	257,804	(19,855)	57,936	(12,944)	(1,383)	4,119,066	(763,297)	3,355,769	(71,889)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	6,316,367	(23,191)	(195,441)	6,497	(216,461)	895,710	(272,057)	(146,423)	47,071	295,458	1,383	7,013,465	(763,297)	6,250,168	7,013,465
NET ASSETS (DEFICIT), END OF YEAR	\$ 9,378,227	\$ 2,388,137	\$ (193,453)	\$ 4,990	\$ (218,807)	\$ 1,671,665	\$ (14,252)	\$ (166,278)	\$ 104,907	\$ 282,514	\$ -	\$ 11,132,531	\$ (831,594)	\$ 10,300,937	\$ 6,941,466

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

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

**Statement of Financial Position – Harbor Homes, Inc.
June 30, 2020**

	Harbor Homes	HUD I	HUD VI	HH Plymouth, LLC	Harbor Homes*
ASSETS					
Current Assets:					
Cash and cash equivalents	\$ 3,877,143	\$ 603	\$ 513	\$ -	\$ 3,878,259
Restricted cash	300,233	62,116	64,066	-	426,415
Receivables, net	2,314,931	1,343	1,550	-	2,317,824
Patient receivables, net	422,731	-	-	-	422,731
Due from related organizations	2,160,393	-	-	-	2,160,393
Inventory	124,281	-	-	-	124,281
Other assets	1,769	-	-	-	1,769
Total Current Assets	9,201,481	64,062	66,129	-	9,331,672
Noncurrent Assets:					
Investments	226,159	-	-	-	226,159
Property and equipment, net	20,166,465	83,723	292,738	-	20,542,926
Deferred notes receivable	-	-	-	1,271,105	1,271,105
Other assets	224,000	-	-	-	224,000
Total Noncurrent Assets	20,616,624	83,723	292,738	1,271,105	22,264,190
TOTAL ASSETS	\$ 29,818,105	\$ 147,785	\$ 358,867	\$ 1,271,105	\$ 31,595,862
LIABILITIES AND NET ASSETS					
Current Liabilities:					
Lines of credit	\$ 621,772	\$ -	\$ -	\$ -	\$ 621,772
Current portion of mortgages payable	247,749	24,456	50,794	-	322,999
Refundable advances	1,331,628	-	-	-	1,331,628
Due to related organizations	-	6,530	114,884	1,271,105	1,392,519
Accounts payable	997,773	950	2,465	-	1,001,188
Accrued payroll and related expenses	763,717	-	-	-	763,717
Other liabilities	305,118	432	1,177	-	306,727
Total Current Liabilities	4,267,757	32,368	169,320	1,271,105	5,740,550
Noncurrent Liabilities:					
Construction loan payable	-	-	-	-	-
Accrued payroll and related expenses	319,888	-	-	-	319,888
Mortgages payable, net of current portion	9,920,593	31,532	151,016	-	10,103,141
Mortgages payable, tax credits	487,553	-	-	-	487,553
Mortgages payable, deferred	5,167,096	-	-	-	5,167,096
Deferred notes payable	-	-	-	-	-
Other liabilities	396,353	2,189	1,065	-	399,607
Total Noncurrent Liabilities	16,291,483	33,721	152,081	-	16,477,285
Total Liabilities	20,559,240	66,089	321,401	1,271,105	22,217,835
Net Assets:					
Without donor restrictions	9,200,798	81,696	37,466	-	9,319,960
With donor restrictions	58,067	-	-	-	58,067
Total Net Assets	9,258,865	81,696	37,466	-	9,378,027
TOTAL LIABILITIES AND NET ASSETS	\$ 29,818,105	\$ 147,785	\$ 358,867	\$ 1,271,105	\$ 31,595,862

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

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

**Statement of Activities – Harbor Homes, Inc.
For the Year Ended June 30, 2020**

	Harbor Homes	HUD I	HUD VI	HH Plymouth, LLC	Harbor Homes*
SUPPORT AND REVENUE					
Support:					
Grants:					
Federal	\$ 6,299,947	\$ -	\$ -	\$ -	\$ 6,299,947
State	7,883,442	-	-	-	7,883,442
Contributions	377,793	-	5,900	-	383,693
Cares Act funding	1,726,072	-	-	-	1,726,072
Special events:					
Contribution portion	75,999	-	-	-	75,999
Less cost of special events	(55,870)	-	-	-	(55,870)
Net special events revenue	20,129	-	-	-	20,129
Total Support	16,307,383	-	5,900	-	16,313,283
Revenue:					
Patient services revenues (FQHC), net	6,176,974	-	-	-	6,176,974
Patient services revenues (other), net	2,915,253	-	-	-	2,915,253
Veterans Administration programs	2,181,057	-	-	-	2,181,057
Rental income, net					
Rental vouchers	1,203,194	100,135	66,064	-	1,369,393
Resident payments	624,783	32,499	20,465	-	677,747
Other	403,103	-	-	-	403,103
Developer fees	763,297	-	-	-	763,297
Contracted services	338,653	-	-	-	338,653
Management fees	83,127	-	-	-	83,127
Other	189,115	-	-	-	189,115
Total Revenue	14,878,556	132,634	86,529	-	15,097,719
Total Support and Revenue	31,185,939	132,634	92,429	-	31,411,002
EXPENSES					
Program services	24,829,239	82,303	63,256	-	24,974,798
Management and general	3,759,344	18,536	15,780	-	3,793,660
Fundraising and development	223,349	-	-	-	223,349
Total Expenses	28,811,932	100,839	79,036	-	28,991,807
Change in Net Assets From Operations	2,374,007	31,795	13,393	-	2,419,195
NONOPERATING ACTIVITIES					
Investment income (loss)	(4,730)	30	22	-	(4,678)
Gain (loss) on disposal of fixed assets	1,292,946	-	-	-	1,292,946
Depreciation	(1,025,756)	(5,956)	(13,891)	-	(1,045,603)
Total Nonoperating Activities	262,460	(5,926)	(13,869)	-	242,665
CHANGE IN NET ASSETS	2,636,467	25,869	(476)	-	2,661,860
NET ASSETS (DEFICIT), BEGINNING OF YEAR	6,622,398	55,827	37,942	-	6,716,167
NET ASSETS (DEFICIT), END OF YEAR	\$ 9,258,865	\$ 81,696	\$ 37,466	\$ -	\$ 9,378,027

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

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

Statement of Functional Expenses - Harbor Homes, Inc.
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	2020				2019			
	Program Services	Management and General	Fundraising and Development	2020 Total	Program Services	Management and General	Fundraising and Development	2019 Total
Expenses:								
Personnel expenses:								
Salaries and wages	\$ 10,874,875	\$ 2,250,357	\$ 164,427	\$ 13,289,659	\$ 11,113,207	\$ 1,699,343	\$ 296,055	\$ 13,108,605
Employee benefits	1,441,729	349,777	11,512	1,803,018	1,577,956	321,257	35,225	1,934,438
Payroll taxes	819,462	149,689	12,552	981,703	869,841	121,941	23,190	1,014,972
Retirement contributions	285,890	214,028	1,207	501,125	246,643	133,607	5,163	385,413
Client services:								
Rental assistance	3,359,884	-	-	3,359,884	6,041,859	-	-	6,041,859
Food and nutrition services	79,684	-	-	79,684	124,453	2,809	-	127,262
Counseling and support services	9,503	-	-	9,503	4,463	623	-	5,086
Other client assistance	91,300	-	-	91,300	21,488	-	-	21,488
Professional services:								
Contracted services	3,508,193	4,659	5,500	3,518,352	2,233,907	3,540	-	2,237,447
Legal fees	24,266	149,477	-	173,743	8,372	106,852	-	115,224
Professional fees	65,735	47,804	2,065	115,604	132,618	7,939	-	140,557
Accounting fees	2,121	60,093	-	62,214	-	48,698	-	48,698
Advertising and promotion	44,627	3,955	1,512	50,094	40,401	6,634	8,777	55,812
Conferences, conventions, and meetings	158,983	1,278	469	160,730	242,332	2,717	400	245,449
Grants and donations	193,845	9,161	-	203,006	106,313	16	-	106,329
Information technology	259,964	122,517	1,197	383,678	254,246	122,966	3,910	381,122
Insurance	113,788	7,509	121	121,418	101,546	3,926	-	105,472
Interest expense	548,983	56,806	-	605,789	571,635	56,162	1,854	629,651
Miscellaneous	65,624	54,913	2,112	122,649	129,444	37,761	-	167,205
Occupancy	611,820	155,776	7,679	775,275	762,318	63,546	3,195	829,059
Office expenses	282,647	97,563	10,476	390,686	296,844	96,571	18,197	411,612
Supplies	1,851,859	19,151	1,928	1,872,938	1,818,947	2,921	-	1,821,868
Travel	134,457	4,831	592	139,880	168,512	5,072	539	174,123
Total Functional Expenses	\$ 24,829,239	\$ 3,759,344	\$ 223,349	\$ 28,811,932	\$ 26,867,345	\$ 2,844,901	\$ 396,505	\$ 30,108,751

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
HARBOR CARE**

**Statement of Functional Expenses – Greater Nashua Council on Alcoholism, Inc.
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)**

	2020				2019			
	Program Services	Management and General	Fundraising and Development	2020 Total	Program Services	Management and General	Fundraising and Development	2019 Total
Expenses:								
Personnel expenses:								
Salaries and wages	\$ 2,224,936	\$ 828,854	\$ 14,118	\$ 3,067,908	\$ 2,107,541	\$ 518,072	\$ 9,445	\$ 2,635,058
Employee benefits	227,727	98,553	1,861	328,141	231,635	95,765	1,508	328,908
Payroll taxes	168,230	52,823	1,041	222,094	165,622	51,532	724	217,878
Retirement contributions	60,300	61,527	794	122,621	53,339	28,424	415	82,178
Client services:								
Rental assistance	70,967	-	-	70,967	-	-	-	-
Food and nutrition services	125,509	-	-	125,509	110,099	345	-	110,444
Counseling and support services	-	-	-	-	-	-	-	-
Other client assistance	196,198	-	-	196,198	309,427	-	-	309,427
Professional services:								
Contracted services	8,111	8,845	-	16,956	6,602	10,000	-	16,602
Legal fees	-	31,890	-	31,890	1,269	5,819	-	7,088
Professional fees	6,489	885	-	7,374	-	-	-	-
Accounting fees	-	19,326	-	19,326	-	13,546	-	13,546
Advertising and promotion	2,402	3,368	-	5,770	1,061	1,025	-	2,086
Conferences, conventions, and meetings	19,347	113	-	19,460	22,436	2,398	-	24,834
Grants and donations	-	-	-	-	-	-	-	-
Information technology	10,398	61,696	-	72,094	-	27,083	-	27,083
Insurance	23,888	741	-	24,629	20,370	1,296	-	21,666
Interest expense	138,873	8,118	-	146,991	157,167	18,267	-	175,434
Miscellaneous	4,407	17,307	-	21,714	9,650	5,041	-	14,691
Occupancy	182,376	8,108	-	190,484	217,935	13,547	-	231,482
Office expenses	70,505	9,755	122	80,382	55,404	6,740	-	62,144
Supplies	91,209	1,008	-	92,217	78,112	5,272	-	83,384
Travel	33,263	863	-	34,126	47,523	300	-	47,823
Total Functional Expenses	\$ 3,665,135	\$ 1,213,780	\$ 17,936	\$ 4,896,851	\$ 3,595,192	\$ 804,472	\$ 12,092	\$ 4,411,756

See Independent Auditors' Report.

HARBOR CARE

Harbor Homes, Inc.; Harbor Homes, HUD II, III; HH Ownership; Harbor Homes, Plymouth LLC, Boulder Point, LLC; Southern NH/HIV AIDS Task Force; Greater Nashua Council on Alcoholism; Healthy at Home, Inc.; Welcoming Light Inc., SARC Housing Needs Board

(CURRENT BOARD MEMBER CHARACTERISTICS & AFFILIATIONS)

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

ANA PANCINE

Education

Southern NH University 2015 – 2017 Masters of Business Administration & Finance

Hesser College 2001–2005 Bachelor of Science, Business Administration – Minor in Finance

Additional skills: Trained Medical Interpreter: Portuguese & Spanish; Trained Translator: Portuguese; Skilled USCIS Interpreter

Experience

Harbor Homes Inc. Nashua, NH

November 2007 – Present

Chief Financial Officer

March 2020 – Present

Chief Revenue Officer

August 2018 – March 2020

- Supervise and manage the Business/Finance Office team: A/R, A/P, Staff Accountant, Senior Staff Accountant, Credentialing, Medicare/Medicaid/private/self-pay billing.
- Manage the overall strategy and optimization of revenue cycle operations, systems, policies and procedures to apply an improvement to charges, claims, payments, collections and A/R, denials, and reporting of results and analysis.
- Solicited and successfully developed budget proposals for grant applications securing governmental funds to support operations and maintaining consistent service delivery.
- Responsible for reviewing and negotiating financial terms for federal and state contracts.
- Accountable for driving better integration and alignment between all revenue-related functions. Including creating revenue model development, analysis and changes to maximize revenue.
- Monitor the effectiveness of collection efforts and ensure that insurance billings are current within the established period specified in the department policy. Manage all other revenue pipelines of each revenue stream to determine in advance the level of risk to obtaining desired goals and what adjustments should ultimately be implemented.
- Monitor timeliness and effectiveness of billing department activities, ensuring that outstanding patient accounts and accounts receivables are no more than the agreed-upon limit and that bad debt is within the budgeted target.
- Manage program revenue by reviewing and tracking all contracts on a monthly basis, and ensure all funds are fully invoiced/ billed accordingly to funders by contract/grant deadline.
- Work closely with the CFO and other C-suite and executive leaders to continually improve the alignment of each functional group to support the business development organizational structure, legal, finance, compensation, hiring and selection criteria, and rewards and recognition.
- Assist the CFO in managing and implementing financial performance measures that support the PSL's strategic directions.
- Work closely with each PSL program manager to develop a goal to meet budget responsibilities to ensure ongoing financial viability for programs.
- Work closely with the Compliance Officer or designee to prepare and revise the fiscal operations procedures manual and ensure implementation of these.
- Work closely with the Grants and Strategy department to develop new lines of business and grow existing lines of business. This includes the development of new budgets, forecasting, and trend analysis.
- Internal and external reports for State & Federal projects.
- Provide support to CFO on all special projects; serve as back up for this position.
- Prepare complex financial statements, internal/annual reports for planning and oversight of each program within an organization

Various

November 2007 – August 2018

- Assist with budget development for 92 cost centers and 8 affiliated agencies with annual expenses and revenue over \$40m
- Prepare operational and variance analysis for financial presentations based on GAAP, organization, State and Federal guidelines.
- Maintain accurate accounts including cash, inventory, prepaid, fixed assets, accounts payable, accrued expenses, and line of credit transactions.
- Chair of the Greater Nashua Continuum Care (GNCOC) and GNCOC Board of Directors, composed of representatives from the Federal, State, and City Governments, housing program directors, local hospital staff, social services agencies, financial institutions, private sector, and religious institutions.
- Established a Safety Committee for the PSL agencies which results in a reduction of \$50K in WC premiums within one year.
- Developed Safety policies and procedures for and guidance of staff on requirements established by insurance companies and funders.
- Created and established the financial policies and procedure manual for the organization
- Knowledge of planning techniques, testing and sampling methods involved in conducting audits.
- Extensive experience with Financial Statements audits, reviews, compilations, and audits for Governmental organizations (A-133).
- Managed annual external audit resulting in no findings and no management comments on A-133 audits.
- Prepare all budgets for the Development Department to be submitted for competitive State, Federal and Local grant applications.
- Review all financial requirements and financial accuracy for new and renewed contracts
- Prepare, review and update all Finance/Accounting policies and procedures to ensure compliance with new Federal regulations.

Skills

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

Cheryle Pacapelli
Profile

Fifteen + years of nonprofit and program management experience; including advocacy, community organizing, education, and management at the local, state and federal level, for the development and implementation of peer to peer Recovery Support Services. Serves as Co-Chair of the Recovery Task Force. Developed and implemented: programs, trainings, activities, and community events for sustaining program capacity, building coalitions and establishing best practice initiatives. Advanced Computer Proficiency: Windows XP Professional Microsoft Office Suite, Giftworks, iMAC, Recovery Data Platform

Experience

2/17 - Present Harbor Homes Nashua, NH

Project Director

This is an administrative position supporting the Peer Recovery Support Services (PRSS) Facilitating Organizations (FO) contract to subcontract with Recovery Community Organizations (RCOs) in New Hampshire.

Review existing work completed by BDAS and NH Center for Excellence to design a more formal readiness scan of all known RCOs statewide

Analyze data and communicate with RCOs to determine willingness, ability and capacity to achieve Council on Accreditation of Peer Recovery Support Services (CAPRSS) accreditation, provide Peer Recovery Support Services (PRSS), open/operate a Recovery Center and adhere to CMS regulations during the readiness scan
Develop a formal procurement process that is fair and transparent to identify at least five RCOs to participate in the first year of FO grant

Prioritize those RCOs most likely to participate in subsequent years

Within five days of procurement process completion, provide BDAS with a written determination of RCO readiness

Work with NH Center for Excellence to engage the first "Community of Practice" meeting to assist with the completion of readiness scan

Upon BDAS approval, arrange one on one visits with selected RCOs, including Board of Directors, staff, volunteers, etc. to shadow day to day activities (CAPRSS also present)

Monitors subcontractors and assists with development of required policies and procedures

Assists subcontractors with the process of applying for and obtaining Medicaid billing status

Communicate regularly with subcontractors to review progress

Monitors the quality of all subcontractors and their progress, and completes required documents and reports

Assists in the oversight and facilitation of training for all subcontractors

Manages the employment process, with staff scheduling, and in the provision of routine assessment of staff performance

Utilizes computer application(s) or applicable technology for administrative tasks

Manages services and related budgetary concerns

Oversee HHI business processes and accounting related to subcontracts

7/15 - 2/17 New Futures, Inc. Concord, NH

Community Engagement Director

Advocate for policies and financing that support a statewide system of community based recovery supports, to ensure that all people in NH with SUD are able to access recovery supports;

Educate the public and policymakers regarding the nature and effectiveness of recovery supports;

Work with the newly created continuum of care facilitators in each public health region to ensure that individual recovery supports and family supports are included in each region's comprehensive substance misuse continuum of care;

Work with providers in designated Integrated Delivery Networks under the 1115 Demonstration Waiver program to ensure that recovery supports are an integral part of innovative projects funded through the waiver;

Provide technical assistance to communities and organizations interested in developing and delivering recovery supports;

Partner with New Futures Policy Director and the NH Providers Association to provide technical assistance on enrollment and regulatory requirements to organizations and individuals interested in billing third party payers, including Medicaid, for peer and non-peer recovery supports;

Oversee expansion of family supports through DHHS System of Care grant;

Facilitate connections between SUD treatment providers, healthcare providers, drug courts, corrections facilities and other institutions whose clients or patients are in need of recovery supports with recovery community organizations; and,

Otherwise support the development of a statewide system of recovery supports as a full, accessible component of the SUD continuum of care through advocacy on policy, technical assistance, relationship development, education, and collaboration.

05/01 - 2019

Stepping Stone House

Meriden, CT

Co-Owner

Operate 8 Recovery Houses with 60 male transitional living beds and 10 women's beds

Certified by Department of Mental Health and Addiction Services to provide housing and case management services.

Coordinate with Access to Recovery and Recovery Support Program to secure housing and basic need support for clients

Provide case management for clients, life skills, resumes, job search

Administer progress notes and a recovery plan for each individual.

8/14 – 7/15

HOPE for NH Recovery

Concord, NH

Executive Director

Statewide Coordination of Recovery Movement

Public Education, Awareness and Advocacy

Deliver a variety of peer-based recovery support services; assist in start-up of Recovery Community Centers

Community Outreach and Resource Development

Collaborate with the Governor's Commission for Alcohol and other Drug Prevention, Treatment and Recovery

12/11 – 10/12

CT. Community for Addiction Recovery

Hartford, CT

Director Recovery Services

Recovery Coach Academy Management (RCA)

- o Administered promotion, marketing and sales of RCA; handling of logistics, RCA manual sales, data tracking, recovery coach support.
- o Coordinated five CT Trainings held per year and 20 + out of state held per year over 1,000 Recovery Coaches trained
- o Trained 100 + trainers to bring RCA across the United States.
- o Maintained website with RCA updates, and all training registrations online
- o Generated \$200,000 in gross revenues

Recovery Technical Assistance Group Management

- o Promotion, marketing and sales of CCAR technical assistance products, including trainings, technical assistance and paid speaking engagements.
- o Developed, implemented, and managed CCAR's web-based shopping site: www.shoprecovery.com for national sales of all CCAR products, RCA trainings, Recovery Housing Trainings, RCA manuals. Increasing CCAR revenue by 45% in the first year.
- o Originated national sales and logistics of CCAR's Technical Assistance Group. Managed implementation and collaboration with contract sites. Best-practice programming includes: Telephone Recovery Support, Volunteer Management, and Vocational Employment Services. Increased organizational revenue by 45 % during my tenure.

Annual Recovery Walks! Coordination

- o Designed and implemented the event; met target numbers; increased public awareness for addiction recovery.
- o Collaborated with multiple state agencies and service providers for providing resources and services to participants.
- o Over 2,000 in attendance and revenue of \$14,000.

Annual Volunteer Recognition Dinner Coordination

- o Plan and implement the event, volunteers recognized.
- o Develop sponsorship for Volunteer Recognition Dinner, create invitations, and program.
- o 300 Volunteers recognized for over 15,000 hours of volunteer service.

Data tracking and Analysis

- o Oversaw all tracking databases for bi-weekly reports, training and event; engaged in quality improvement.
- o Generated reports for Executive Director, funders and Board of Directors

12/06 – 12/11

CT. Community for Addiction Recovery

Hartford, CT

Director of Operations

Recovery Community Center Management

- o Oversaw the operations at three Recovery Community Centers with efficiency; ensured adherence to prescribed structure, encouraged new programs.
- o Held 375 events with over 14,000 in attendance
- o Hosted 38 different recovery focused trainings, with over 1,700 participants
- o Implementation of Access to Recovery Services in Recovery Community Centers

Direct Supervision of five Full Time Staff

- o Volunteer Manager, Program Manager, Three Recovery Community Center Managers
- o Administered Annual performance reviews

Program Oversight – Telephone Recovery Support and Recovery Housing Program

- o Increased number of people called from 22 in 2005, to 1,945 in 2011.
- o CCAR volunteers made over 125,000 telephone calls resulting in 36,000 conversations with about 4,500 people in recovery.
- o Originated and managed CCAR's Recovery Housing Program: www.findrecoveryhousing.com. Built service to its current over 200 recovery houses listed in 19 states status. Revenue is being generated from owners listing Recovery Houses.

Information Technology

- o Designed and developed tracking systems for generating outcome-based reports and evaluating services which resulted in increased funding and national attention.
- o Managed all databases, maintained equipment, and assisted staff with technology needs and training.

10/04 – 12/06

CT. Community for Addiction Recovery

Hartford, CT

Project Manager – Recovery Housing

Developed and maintained an inventory of Recovery Houses in CT

Provided community education on recovery housing, NIMBY issues

Marketed and delivered training “So, you want to open a Recovery House”

Established Recovery Housing Coalition of CT, developed statewide standards for Recovery Houses.

Albertus Magnus

New Haven, CT

Bachelors Degree – Business Management

Cum Laude, Tai Pi Phi National Honor Society

Training

Certifications: CCAR Recovery Coach Academy Trainer

CCAR Ethics for Recovery Support Worker Trainer

Pastoral Counseling

Mental Health and Addiction Services: DMHAS Successfully Housing Persons with Substance Use Issues

safeTALK Suicide Alertness for Everyone

Human Resource Development: Understanding Sexual Harassment

Henry J. Och

Executive Summary

20 years of healthcare management experience in a Federally Qualified Community Health Center
Experience working with and supporting underserved and refugee populations
Proven and nationally recognized public health leader
Strong background in healthcare expansion projects and project management
Experience with new service design and implementation
Experienced grant writer for federal, state and private programs

Professional Experience

Chief Operations Officer

The Partnership for Successful Living

2020-Present

Nashua, NH

I lead the continued transformation of the PSL's delivery model to provide integrated, innovative and evidence-based client/patient services. I ensure the meeting of outcomes and regulations for various federal, state and local contracts, government/foundation grants, and audits, as well as overseeing staff. Further duties include:

- to grow or sustain relevant and compelling programs that are financially viable and aligned with the PSL's mission, vision and values
- to implement efficient use of technologies, facilities, and streamlined processes; and to develop and implement an "outcomes" measurement system
- In consultation with the CEO, develop and implement operational plans, monitors progress, and adjusts plans as is necessary to achieve objectives
- The COO oversee and integrate the programs/ services and staff within Keystone Hall (all programs and services), Harbor Homes (all programs and services with the exception of the Facilitating Organization), and Southern NH HIV AIDS Task Force (all programs and services); as well as the following PSL-wide administrative departments and staff: IT, HR, and Facilities.
- I closely with the CEO to support him and represent him as needed in various functions

Chief Operations Officer/Chief Information Officer

Lowell Community Health Center

2013-2020

Lowell, MA

Directly supervised a wide array of clinical and administrative departments including primary and specialty care, health information, information technology (IT), information systems, centralized call center, patient service center and facilities management. I am responsible for the development and implementation of strategic objectives in order to meet the needs of our patients and organizational goals. I have represented the health center at the local, state and national levels.

- Designed Lowell CHC's operations management model which was recognized by the US Health Resources Services Administration as a national best practice
- Launched a state of the art eye care center with clinical and retail optical services in collaboration with the New England College of Optometry
- Launched a new dental clinic comprised of 16 dental exam rooms
- Led a \$26 million clinic expansion project adding 65,000 square feet of clinic space to the health center
- Led the health center's US Health Resources Services Administration operational requirements readiness which resulted in a perfect 19/19 site visit compliance score in 2017

- Led the organization's Joint Commission readiness efforts which resulted in re-accreditation and Joint Commission Patient Centered Medical Home (PCMH) recognition in 2015
- Partnered with the Chief Medical Officer to expand services to include specialty care comprised of podiatry, neurology and dermatology
- Implemented process improvements resulting in a 15% reduction in clinic visit cycle times thereby improving the patient experience
- Directly involved in federal, state and private grant development efforts which have brought Lowell CHC nearly \$3 million in grant funding since 2009
- Led a \$1 million construction project in collaboration with Lowell General Hospital which resulted in onsite lab, ultrasound, mammography and radiology services
- Participated in the implementation of the Wellforce Accountable Care Organization and I am currently supporting the Lowell Behavioral Health Community Partners program
- Participated in donor cultivation and engagement in support of the health center's capital campaign and annual fund
- Coached, mentored and led multidisciplinary personnel and teams to achieve multiple objectives within the health center's strategic plan
- Developed the organization's information technology strategic plan

Chief Information Officer/Director of Operations
Lowell Community Health Center

2005-2020
Lowell, MA

Directed the strategic planning and implementation of enterprise systems in support of health center operations in order to improve cost effectiveness, service quality, and overall patient care. Responsible for all aspects of the organization's information technology infrastructure and information systems, health information and facilities management departments. Designated project manager for many cross functional projects.

- Project manager for the organization's \$42 million construction project and expansion effort which included consolidation of most existing sites as well as the addition of a 340B pharmacy program
- Project manager for a \$1 million clinic expansion initiative to support Lowell CHC's Metta Health Center
- Project manager for the Centers for Medicare & Medicaid Services "Meaningful Use" project which has generated nearly \$1 million in incentive payments
- Collaborated with the Chief of Quality and other clinical leaders to pursue and obtain the National Committee for Quality Assurance's PCMH Level III recognition
- Successfully led the organization's electronic health record implementation project
- Implemented effective patient flow improvements such as a centralized patient call center, streamlined medical record management processes and patient registration processes
- Member of the Massachusetts eHealth Institute's Legal and Privacy Workgroup which supported the development of the Commonwealth of Massachusetts' statewide health information exchange (Mass Hlway)
- Designated as the organization's HIPAA privacy officer, information security officer and compliance officer

Adjunct Professor
University of Massachusetts

2010-2015
Lowell, MA

Provide classroom instruction for graduate students in the Health Informatics and Health Management programs within the University of Massachusetts' College of Health Sciences.

- Developed and instructed the "Project Management in Healthcare" graduate course
- Developed and instructed the "Electronic Health Record (EHR) Systems" graduate course

- Worked with faculty staff and a medical record software vendor to provide a hosted EHR to the University for instruction purposes

Director of Information Technology	2003-2005
Information Technology Coordinator	1999-2003
<i>Lowell Community Health Center</i>	Lowell, MA

Responsible for the execution of all short- and long-term IT strategies. Managed all facets of day to day operations for the Information Systems and Information Technology departments.

- Effective project manager for many successful IT projects such as the migration to a new practice management system, development of a various web-based tracking applications and numerous system platform upgrades and migrations
- Trained and managed a qualified team of IT specialists
- Authored and implemented all current policies and procedures relevant to information technology and information security
- Led the organization's HIPAA Privacy and Security rule compliance efforts

Material Testing Laboratory Coordinator	1997-1999
<i>Joan Automotive Industries / Joan Fabrics</i>	Lowell, MA

Applications Developer	1996-1997
<i>HB Fuller Corporation</i>	Wilmington, MA

Education

University of Massachusetts at Lowell	Expected 2021
<i>Master in Business Administration, concentration Healthcare</i>	
Harvard University	Completed 2006
<i>Master in Liberal Arts in extension studies, concentration in Information Management Systems</i>	
University of Massachusetts at Lowell	Completed 2000
<i>Bachelor of Science in Business Administration, concentration in Management Information Systems</i>	

Certifications and Awards

Project Management Professional (PMP) - 2010
 Certified Information Systems Security Professional (CISSP) – 2004
 Milken Institute School of Public Health at George Washington University's Emerging Leader Award - 2015
 Massachusetts League of Community Health Centers Employee of the Year Award - 2015

Professional Associations

Member - American Public Health Association
 Member - American College of Healthcare Executives
 Member - International Information System Security Certification Consortium
 Member - Project Management Institute
 Member - Association of Latino Professionals for America

Military Experience

Commissioned Infantry officer in the Massachusetts Army National Guard with a current rank of Major. Currently serving on the Joint Staff of the Joint Force Headquarters. I have been a member of several response teams providing support to citizens of the Commonwealth in six emergency situations.

Overseas Military Deployments:

Operations Officer, ISAF Headquarters, Afghanistan

2014

- Awarded the Defense Meritorious Service Medal for contributions to the transition of combat operations from NATO coalition forces to Afghan security forces
- Awarded the Slovakian Minister of Defense Medal for support efforts to the Slovakian Military

Infantry Platoon Leader, 182nd Infantry Regiment, Kosovo

2006-2007

- Awarded the Army Commendation Medal for joint human trafficking interdiction operations with the Kosovo Police Services
- Awarded the German Armed Forces Schützenschnur (Silver) Badge

Board and Volunteer Experience

- Board Member – Family Services of the Merrimack Valley
- Board Member – ACT Lawrence, a community development corporation
- Massachusetts Region 3 Health and Medical Coordinating Coalition Governing Board (Ambulatory Care Lead)
- Fortaleza – Advocacy group working on bridging the academic achievement gap for minorities in the Lowell Public School system
- Coach for Lowell CHC's staff running group

Other Skills

Fluent in written and spoken Spanish

[References available upon request]

PETER J. KELLEHER, CCSW, LICSW

77 Northeastern Blvd

Nashua, NH 03062

Telephone: (603) 882-3616

Fax: (603) 595-7414

E-mail: p.kelleher@nhpartnership.org

PROFESSIONAL EXPERIENCE

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

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

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

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

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

Currently employed as Chief Executive Officer of five nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 80 programs comprising a \$42,000,000 operating budget; proposal development resulting in approximately \$200,000,000 in grants; oversight of 400 management and direct care professionals.

2003-2006 Consultant

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

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

Successful sales and property management specialist.

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

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

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

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

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

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

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

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

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

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

EDUCATIONAL EXPERIENCE

2

1975 - 1977 Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW

1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

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

PLACEMENTS

1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.

1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

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

AWARDS

- High School Valedictorian Award
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI-NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007
- The Walter J. Dunfey Corporate Fund Award for Excellence in Non Profit Management 2009
- NH Magazine Business Excellence Award 2010
- Nashua Telegraph Humanitarian of the Year Award 2015
- Lionel W. Johnson Housing Award, Champion of Human Rights 2015
- Military Officers Association Granite State Warriors Award 2016
- Honorary Doctor of Humane Letters, Rivier University 2017

MEMBERSHIPS

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

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 6 non-profit organizations with a combined annual operating budget of \$42 million that share the same CEO, Board of Directors, and 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 8,000 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

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 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.

HARBOR HOMES, INC. DBA HARBOR CARE

Updated: Oct. 2020

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$338,146	0.5%	\$1,690
Henry Och	Chief Operating Officer	\$207,500	1%	\$2,075
Ana Pancine	Chief Financial Officer	\$145,000	1%	\$1,450
Vanessa Talasazan	Chief Strategy Officer/Chief of Staff	\$145,000	1%	\$1,450
Cheryle Pacapelli	Program Director	\$105,000	90%	\$94,500



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

12 mac

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 15, 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 for Behavioral Health, Bureau of Drug and Alcohol Services to expend funds from the State Opioid Response (SOR) grant to exercise a renewal option with a **sole source** amendment to an existing agreement with Harbor Homes, Inc., Vendor #155358-B001, 77 Northeastern Boulevard, Nashua, NH 03062, for the provision of peer recovery support services and parenting education for pregnant women and parents in recovery, by increasing the price limitation by \$1,395,537 from \$515,198 to \$1,910,735, effective upon Governor and Executive Council approval through September 29, 2020. 100% Federal Funds.

SOR funds are available in the following account for SFY 2019, and are anticipated to be available in SFY 2020, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISIONFOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, OPIOID STR GRANT

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2018	102- 500731	Contracts for Program Services	92052559	\$257,599		\$257,599
2019	102- 500731	Contracts for Program Services	92052559	\$257,599		\$257,599
			Sub-Total	\$515,198		\$515,198

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISIONFOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, STATE OPIOID RESPONSE (SOR) GRANT

SFY	Class/ Account	Class Title	Job Number	Current Amount	Increase/D ecrease	Revised Amount
2019	102- 500731	Contracts for Program Services	TBD	\$0	\$568,969	\$568,969
2020	102- 500731	Contracts for Program Services	TBD	\$0	\$826,568	\$826,568
			Sub-Total	\$0	\$1,395,537	\$1,395,537
			Total	\$515,198	\$1,395,537	\$1,910,735

EXPLANATION

This amendment is **sole source** because the increase in the price limitation for SFY 2019 is greater than ten (10) percent of the total contract price.

The purpose of this request is to expand the existing peer recovery support and parenting education services for individuals in recovery from opioid use disorders (OUD) who are pregnant and/or are parents of children who are age ten (10) or younger. Services are currently being provided in Tilton, Portsmouth, and Dover. This request, if approved, will expand services to three (3) additional locations in the state. Additionally, a minimum of sixteen (16) individuals will be trained in the delivery of the Sober Parenting Journey curriculum, allowing for the program to reach beyond the recovery center locations.

This expansion of services is being funded through an expanded investment in critical services gaps for people with OUD that was identified in the Department's proposal for the State Targeted Response to the Opioid Crisis Grants Program. New Hampshire's application is a joint effort by several state agencies, and proposes to use evidence-based methods to expand treatment, recovery and prevention services to targeted populations. The recently awarded State Opioid Response grant proposal included funds to expand the services initially provided through the State Targeted Response funds, which enables the Department to strengthen established programs that have had a positive impact on the opioid crisis and expand the capacity for programs that have shown promise helping individuals who are battling an opioid misuse issue. In 2017, there were four hundred eighty eight (488) deaths from drug overdoses in the state of New Hampshire.

The services provided by the Contractor are comprehensive, and focused not only on the parent's continued recovery but also on ensuring that important parenting skills are developed in conjunction with managing a sober lifestyle. The combined programming is intended to ensure that the whole family unit is resilient and protected against risks associated with parental substance use. Specialized services like those funded by this contract aid in the long-term reduction in child welfare involvement as a result of SUD/OUD, and provide

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

increased opportunities for children to be in family environments that prevent the future onset of substance misuse.

The Contractor is the facilitating organization for community recovery organizations and is familiar with the provision of peer recovery support services, and has capacity to expand programming for the population being served. The Contractor has experience delivering peer recovery support services and has established partnerships with local and regional OUD/SUD treatment and recovery providers. The Contractor will continue to establish partnerships with parenting programs and will work towards billing Medicaid and other third-party insurers for peer recovery support services delivered to recipients.

As referenced in Exhibit C-1, Revisions to General Provisions of this contract, the Department reserves the option to extend contract services 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. This request, if approved, will exercise one (1) of the two (2) available years of extension.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, unless and until additional Federal funds are made available for this purpose.

Should the Governor and Executive Council not authorize this request, pregnant women and parents in recovery may not receive the supports necessary to maintain sobriety, and may risk relapse.

Area served: Tilton, Portsmouth, Dover, and three additional regions to be determined.

Source of Funds: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment. CFDA #93.788 FAIN T1080246 and T1081685.

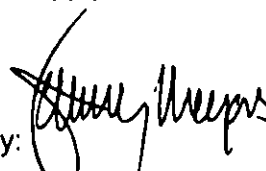
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Peer Recovery Support Services and Parenting Education for
Pregnant Women and Parents in Recovery**

This 1st Amendment to the Peer Recovery Support Services and Parenting Education for Pregnant Women and Parents in Recovery contract (hereinafter referred to as "Amendment #1") dated this 10th day of September, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes, Inc., (hereinafter referred to as "the Contractor"), a 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 January 24, 2018 (Item # 9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, 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, available funding, 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

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:
September 29, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,910,735.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. 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.
6. Delete Appendix B-2 in its entirety and replace with Exhibit B-2 Amendment #1, SFY 2019 Budget.
7. Add Exhibit B-3 Amendment #1, SFY 2020 Budget.
8. Delete Exhibit K, DHHS Information Security Requirements, Version 6/2017 in its entirety and replace with: Exhibit K, DHHS Information Security Requirements, Version 04.04.2018.



**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education**

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

10/10/18
Date

Katya S. Fox
Name: Katya S. Fox
Title: Director

Harbor Homes, Inc.

10/13/2018
Date

Peter Kelleher
Name: Peter Kelleher
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 10/13/2018, 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.

William C. Martin
Signature of Notary Public or Justice of the Peace

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

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

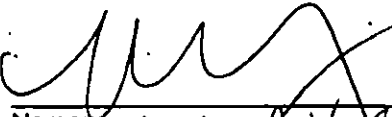


**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education**

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

OFFICE OF THE ATTORNEY GENERAL

10/23/18
Date


Name: Morgan J. Kelly
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.
- 1.4. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the State Opioid Response Grant from the Substance Abuse and Mental Health Services Administration.

2. Scope of Services

- 2.1. The Contractor shall be a Recovery Community Organization (RCO) funded by the Bureau of Drug and Alcohol Services (BDAS), subcontracted with the facilitating organization, or the facilitating organization.
- 2.2. The Contractor shall develop and submit a work plan to the Department for review and approval within thirty (30) days of Governor and Executive Council approval of the contract which details how the Contractor shall ensure completion of all aspects of the Scope of Services and Reporting as outlined in this Exhibit A.
- 2.3. As the facilitating organization, the Contractor shall ensure the provision of Peer Recovery Support Services (PRSS) and parenting programming to pregnant women and parents with children through age ten (10) with Opioid Use Disorder (OUD) to a minimum of six (6) RCOs, which includes, but is not limited to:
 - 2.3.1. Recovery coaching
 - 2.3.2. Telephone recovery support services
 - 2.3.3. Continuous recovery monitoring
- 2.4. The Contractor shall deliver parenting education using the evidence-based curriculum, Parenting Journey's "Sober Parenting Journey".

PK

10/3/18

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education**



Exhibit A Amendment #1

- 2.5. The Contractor shall provide wrap-around family support services which includes; but is not limited to:
- 2.5.1. Transportation assistance to clients to attend PRSS-related meetings, educational programs, and Sober Parenting Journey meetings.
 - 2.5.2. Onsite childcare while PRSS services or educational programs are being delivered to the clients.
 - 2.5.3. Family coaching.
 - 2.5.4. Family meals during Sober Parenting Journey meetings.
- 2.6. The Contractor shall be able and willing to participate with other RCOs in the "Community of Practice for PRSS."
- 2.7. The Contractor shall ensure local community agencies are aware of PRSS services available at the local level by engaging with agencies including, but not limited to:
- 2.7.1. Regional Public Health Network (RPHN) continuum of care development work.
 - 2.7.2. Regional integrated delivery networks.
 - 2.7.3. Other local workgroups and systems that address the substance use disorder (SUD) crisis
- 2.8. The Contractor shall establish agreements with specialty treatment organizations that can provide higher levels of SUD treatment and/or co-occurring mental health treatment to the target population including, but not limited to:
- 2.8.1. Keystone Hall.
 - 2.8.2. Nashua's Safe Station.
 - 2.8.3. Outpatient and residential treatment providers, Community Mental Health Centers, Federally Qualified Health Centers, and other healthcare providers in the Tilton, Portsmouth, and Dover regions and in regions where new RCOs implement the programming in Sections 2.3 through 2.5 above.
- 2.9. The Contractor shall ensure its governing body and personnel providing services are representative of the local communities of recovery, and are responsive to the concerns of local communities.
- 2.10. The Contractor shall achieve accreditation of their Recovery Centers so that it meets Council on Accreditation of Peer Recovery Support Services (CAPRSS) standards within three (3) years of the contract effective date.
- 2.10.1.1. The Recovery Center must be open during hours that are accessible to parents of young children.
 - 2.10.1.2. The Recovery Center must be open at least (5) days per week, including at least one day within the weekend (Saturday and/or Sunday).

PK

10/3/18

New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education



Exhibit A Amendment #1

- 2.11. The Contractor shall ensure that recovery coaching and peer recovery support services are provided in accordance with CAPRSS standards, and that personnel providing PRSS are appropriately supervised according to CAPRSS standards and He-W 513 rules.
- 2.12. The Contractor shall train staff to provide Peer Recovery Coaching and telephonic Recovery Support Services including, but not be limited to:
 - 2.12.1. Creating and utilizing a staff development plan to ensure staff achieve certification as Certified Recovery Support Workers within six (6) months of date of hire including, but not limited to:
 - 2.12.1.1. Twenty-five (25) hours of clinical supervision.
 - 2.12.1.2. Trainings regarding topics including, but not limited to:
 - 2.12.1.2.1. Ethics.
 - 2.12.1.2.2. HIV/AIDS.
 - 2.12.1.2.3. Suicide Prevention.
 - 2.12.2. Providing basic training to all staff providing Peer Recovery Support Services.
 - 2.12.3. Training a minimum of 16 program personnel in the selected parenting curriculum including, but not limited to:
 - 2.12.3.1. One (1) week of training for the trainers of the Sober Parenting Journey.
 - 2.12.3.2. Ongoing technical assistance by the training provider.
 - 2.12.4. Ensuring all Recovery Community Organization (RCO) staff complete the Recovery Coach Academy.
 - 2.13. The Contractor shall ensure that at any Peer Recovery center funded under this contract, at least two (2) staff will be trained as facilitators of the Sober Parenting Journey curriculum.
 - 2.14. The Contractor shall coordinate outside service referrals with the Regional Hubs for Substance Use Services (Hubs).
 - 2.15. The Contractor shall coordinate client data with the Hubs to ensure that each client served under this contract has a GPRA interview completed at intake, three (3) months post intake, six (6) months post intake, and discharge
 - 2.16. The Contractor shall provide PRSS that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. (More information is available at <http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.17. The Contractor shall ensure that clients are able to move seamlessly between levels of care within a group of services and ensure ongoing communication and

PK

New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education



Exhibit A Amendment #1

- coordination with entities involved in the clients' care. At a minimum, the Contractor shall:
- 2.17.1.1. Work with the Continuum of Care Facilitator(s) in the development of a resiliency and recovery oriented system of care (RROSC) in the region(s).
 - 2.17.1.2. Participate in the Regional Continuum of Care Workgroup(s).
 - 2.17.1.3. Participate in the Integrated Delivery Network(s).
 - 2.17.1.4. Coordinate client services with agencies that provide specialized services to pregnant women with SUD/OD.
 - 2.17.1.5. Collaborate with home visiting services, child protective services, and other social service agencies serving the target population.
 - 2.17.1.6. Coordinate all services delivered to clients served under this contract with the local Hub including, but not limited to accepting referrals from the Hub directly
- 2.18. The Contractor shall develop and implement Department-approved outreach activities specifically designed to engage pregnant women and parents in PRSS that are culturally appropriate and follow CLAS standards including, but not limited to:
- 2.18.1. Promotion to the community at large and through industry-focused communications within the social service, education, and health care industries using traditional and social media.
 - 2.18.2. Formal marketing; including graphic design and web-based media.
 - 2.18.3. Collaboration with agencies including, but not limited to:
 - 2.18.3.1. Family and drug court systems.
 - 2.18.3.2. DCYF and other child welfare organizations.
 - 2.18.3.3. Regional SUD treatment providers.
 - 2.18.3.4. OB/GYN and Medication-Assisted Treatment providers.
 - 2.18.3.5. Providers that offer services to pregnant women with an OUD including, but not limited to programs funded by the Cures Act resources for similar populations.
- 2.19. The Contractor shall ensure meaningful input of clients in program assessment, planning, implementation, and improvement.
- 2.20. The Contractor shall use aggregate or de-identified data to support quality improvement and engage in ongoing monitoring and quality improvement including, but not limited to:
- 2.20.1. Utilizing an electronic database to track the necessary data for the both the Department and for a formal evaluation.

PK

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education**



Exhibit A Amendment #1

-
- 2.20.2. Conducting a formal evaluation with the Sober Parenting Journey curriculum provider to determine how to improve the trainings.
 - 2.20.3. Developing both a work plan and an evaluation plan within sixty (60) days of the initiation of the contract for each subcontractor.
 - 2.20.4. Monitoring implementation of the work plan and evaluation plan.
 - 2.20.5. Analyzing and interpreting data collected.
 - 2.20.6. Providing technical assistance to improve program outcomes.
 - 2.20.7. Preparing required reports and annual performance assessments.
 - 2.20.8. Collecting client-level and process data to measure outcomes.
 - 2.21. The Contractor shall ensure compliance with confidentiality requirements, which shall include, but not be limited to:
 - 2.21.1. Federal and state laws.
 - 2.21.2. HIPAA Privacy Rule.
 - 2.21.3. 42 C.F.R Part 2.
 - 2.22. The Contractor shall participate in all evaluation activities associated with the funding opportunity, including national evaluations.
 - 2.23. The Contractor shall understand the proper hierarchy of the billing process.
 - 2.24. The Contractor shall complete the following within one (1) year of the contract effective date:
 - 2.24.1. Enroll as a Medicaid provider as a 'Peer Recovery Program' provider type.
 - 2.24.2. Contract with commercial payers for PRSS, giving priority to those qualified health plans serving New Hampshire Health Protection Program recipients.
 - 2.24.3. Contract with Managed Care Organizations (MCOs) for PRSS.
 - 2.25. Once enrolled, the Contractor shall bill Medicaid and other payers for PRSS including, but not limited to:
 - 2.25.1. Developing billing protocols.
 - 2.25.2. Implementing a billing process.
 - 2.25.3. Providing a copy of billing policies and protocols to the Department.
 - 2.26. The Contractor shall assist eligible individuals who have no insurance in applying for Medicaid and other insurance.
 - 2.27. The Contractor shall participate in training and technical assistance activities as directed by the Department, including but not limited to the "Community of Practice for PRSS," which may include, but is not limited to:
 - 2.27.1. Project-specific trainings.

Harbor Homes, Inc.

Exhibit A Amendment #1

Contractor Initials

PK

RFP-2018-BDAS-07-PEERR

Page 5 of 7

Date

10/3/16

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education**



Exhibit A Amendment #1

-
- 2.27.2. Quarterly web-based discussions.
 - 2.27.3. On-site technical assistance visits.
 - 2.27.4. Ad hoc communication with expert consultants.
 - 2.28. The Contractor shall participate in any Department sponsored trainings related to the 21st Century Cures Act or State Opioid Response funding opportunities.
 - 2.29. The Contractor shall develop a means to measure key outcomes among clients (metrics) that is approved the Department, which includes, but is not limited to:
 - 2.29.1. Change in relationships with other people
 - 2.29.2. Change in perceptions of themselves and their lives
 - 2.30. Changes in relationships with their children.
 - 2.31. Ability to communicate accomplishments as a result of program participation.
- 3. Reporting**
- 3.1. The Contractor shall work with the Department-selected technical assistance vendor to collect de-identified, aggregate data and implement an evaluation process that is culturally appropriate for the recovery communities and PRSS and is approved by the Department.
 - 3.2. The Contractor shall gather, monitor, and submit all data points required in the Treatment Episode Data for Admissions in de-identified, aggregate form to the Department monthly using a Department-approved method.
 - 3.3. The Contractor shall provide the Department with monthly reports, per site, on their progress of implementation in a form and manner satisfactory to the Department including, but not limited to:
 - 3.3.1. Any changes to the CAPRSS accreditation.
 - 3.3.2. Days and hours that each Recovery Center is open.
 - 3.3.3. Number and type of PRSS services provided to the target population.
 - 3.3.4. Number of clients (de-identified, aggregate) receiving parenting education.
 - 3.3.5. Number of clients (de-identified, aggregate) referred to or placed in recovery housing.
 - 3.3.6. Key outcome metrics described in subsection 2.29, above.
- 4. Performance Measures**
- 4.1. The Contractor shall ensure that key outcome metrics are achieved, as measured among clients, including, but not limited to:
 - 4.2. No less than 80% reporting:
 - 4.2.1. A positive change in relationships with other people.

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education**



Exhibit A Amendment #1

-
- 4.2.2. A positive change in perceptions of themselves and their lives
 - 4.2.3. A positive change in relationships with their children.
 - 4.2.4. No less than 70% reporting an improved ability to communicate their accomplishments as a result of program participation.
 - 4.3. The Contractor shall ensure that services to clients increase in SFY 2019, including, but not limited to no less than a 50% annual increase of:
 - 4.3.1. PRSS services provided.
 - 4.3.2. Clients who receive parenting education.
 - 4.3.3. Clients referred to recovery housing services.
 - 5. **Deliverables**
 - 5.1. The Contractor shall develop and submit a work plan to the Department for review and approval within thirty (30) days of Governor and Executive Council approval of the contract which details how the Contractor shall ensure completion of all aspects of the Scope of Services and Reporting as outlined in this Exhibit A.
 - 5.2. The Contractor shall attempt to ensure personnel providing PRSS achieve certification as Certified Recovery Support Workers within twelve (12) months of date of hire.
 - 5.3. The Contractor shall provide no less than eighteen (18) Sober Parenting Journey curricula per year.
 - 5.4. The Contractor shall provide the Department with monthly reports, per site, on their progress of implementation in a form and manner satisfactory to the Department including, but not limited to:
 - 5.4.1. Any changes to the CAPRSS accreditation.
 - 5.4.2. Days and hours that each Recovery Center is open.
 - 5.4.3. Number and type of PRSS services provided to the target population.
 - 5.4.4. Number of clients (de-identified, aggregate) receiving parenting education.
 - 5.4.5. Number of clients (de-identified, aggregate) referred to or placed in recovery housing.
 - 5.5. The Contractor shall gather, monitor, and submit all data points required in the Treatment Episode Data for Admissions in de-identified, aggregate form to the Department monthly using a Department-approved method.

PK
10/3/18

Exhibit B-2 Amendment #1
SFY 2019 Budget

Bidder/Program Name: Harbor Homes Inc. Budget Request for: Peer Recovery Support Services and Providing Education for Pregnant Women and Parents in Recovery Budget Period: SFY 2019									
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	190,600	-	190,600	-	-	-	190,600	-	190,600
2. Employee Benefits	55,966	-	55,966	-	-	-	55,966	-	55,966
3. Consultants	5,700	-	5,700	-	-	-	5,700	-	5,700
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	8,000	-	8,000	-	-	-	8,000	-	8,000
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	2,400	-	2,400	-	-	-	2,400	-	2,400
6. Travel	8,400	-	8,400	-	-	-	8,400	-	8,400
7. Occupancy	2,400	-	2,400	-	-	-	2,400	-	2,400
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	1,967	-	1,967	-	-	-	1,967	-	1,967
Postage	240	-	240	-	-	-	240	-	240
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	1,600	-	1,600	-	-	-	1,600	-	1,600
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	15,000	-	15,000	-	-	-	15,000	-	15,000
10. Marketing/Communications	24,000	-	24,000	-	-	-	24,000	-	24,000
11. Staff Education and Training	47,920	-	47,920	-	-	-	47,920	-	47,920
12. Subcontracts/Agreements	464,175	-	464,175	-	-	-	464,175	-	464,175
13. Other (specific details mandatory)	-	-	-	-	-	-	-	-	-
TOTAL	826,548	-	826,548	-	-	-	826,548	-	826,548

Indirect As A Percent of Direct

Exhibit B-3 Amendment #1
SFY 2020 Budget

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Harbor Haven Inc.									
Budget Request for: Peer Recovery Support Services and Parenting Education for Pregnant Women and Parents in Recovery									
Budget Period: SFY 2020									
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	190,600	-	190,600	-	-	-	190,600	-	190,600
2. Employee Benefits	55,968	-	55,968	-	-	-	55,968	-	55,968
3. Consultants	5,700	-	5,700	-	-	-	5,700	-	5,700
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	6,000	-	6,000	-	-	-	6,000	-	6,000
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	2,400	-	2,400	-	-	-	2,400	-	2,400
6. Travel	8,400	-	8,400	-	-	-	8,400	-	8,400
7. Occupancy	2,400	-	2,400	-	-	-	2,400	-	2,400
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	1,987	-	1,987	-	-	-	1,987	-	1,987
Postage	240	-	240	-	-	-	240	-	240
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	1,800	-	1,800	-	-	-	1,800	-	1,800
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	15,000	-	15,000	-	-	-	15,000	-	15,000
10. Marketing/Communications	24,000	-	24,000	-	-	-	24,000	-	24,000
11. Staff Education and Training	47,820	-	47,820	-	-	-	47,820	-	47,820
12. Subcontracts/Agreements	484,175	-	484,175	-	-	-	484,175	-	484,175
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
TOTAL	826,548	-	826,548	-	-	-	826,548	-	826,548

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

PK

10/3/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information:

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

PK

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

PK

10/3/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

DK

12/3/16

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

PK

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

PK

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

PK

10/3/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

PK

10/5/16

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

PK

10/3/18

9 mac



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 27, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services to enter into an agreement with Harbor Homes, Inc., Vendor #155358-8001, 77 Northeastern Boulevard, Nashua, NH 03062, for the provision of peer recovery support services and parenting education for pregnant women and parents in recovery in an amount not to exceed \$515,198, effective upon Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Funds are available in the following account 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 if needed and justified, without approval from Governor and Executive Council.

05-95-92-920510-25590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, OPIOID STR GRANT

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	92052559	\$257,599
2019	102-500731	Contracts for Program Services	92052559	\$257,599
			Total	\$515,198

EXPLANATION

The purpose of this request is to provide peer recovery support services and parenting education to individuals in recovery from opioid use disorders (OUD) who are pregnant and/or parents of children through age ten (10).

The State of New Hampshire was awarded funding authorized by the 21st Century CURES Act through the Substance Abuse and Mental Health Services Administration (SAMHSA). SAMHSA is overseeing the process for states to receive federal funding through

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

the State Targeted Response to the Opioid Crisis Grants Program. New Hampshire's application is a joint effort by several state agencies and proposes to use evidence-based methods to expand treatment, recovery and prevention services to targeted populations. These critical funds will strengthen established programs that have had a positive impact on the opioid crisis as well as expanding the capacity for programs that have shown promise in helping individuals battling a substance misuse issue and combatting the epidemic in New Hampshire.

In 2016, the State of New Hampshire experienced four hundred eighty five (485) deaths from drug overdoses. At present, the State is experiencing an increase in the need for population-specific Substance Use Disorder Treatment and Recovery Support Services for both pregnant women and parents in recovery, due to the increase of neonatal abstinence syndrome (NAS) and DCYF involved families with SUD/OD. The services provided by the contractor will be comprehensive and focused not only on the parent's continued recovery, but also on ensuring that important parenting skills are developed in conjunction with managing a sober lifestyle. The combined programming is intended to ensure that the whole family unit is resilient and protected against risks associated with parental substance use.

Harbor Homes, Inc. was selected for this project through a competitive bid process. A Request for Proposal was posted on The Department of Health and Human Services' web site from October 13, 2017 through November 15, 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 proposal. The Bid Summary is attached.

The contractor is the facilitating organization for recovery community organizations and is familiar with the provision of peer recovery support services with capacity to expand programming for the population being served. The contractor has experience delivering peer recovery support services and has established partnerships with local and regional OUD/SUD treatment and recovery providers. The contractor will establish partnerships with parenting programs and will work towards billing Medicaid and other third-party insurers for peer recovery support services.

As referenced in the Request for Proposal and in Exhibit C-1, Revisions to General Provisions, of this contract, the Department reserves the option to extend contract services 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.

Should the Governor and Executive Council not authorize this request, pregnant women and parents in recovery may not receive the supports necessary to maintain sobriety and may risk relapse.

Area served: Tilton, Portsmouth, and Dover regions

Source of Funds: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment. CFDA #93.788
FAIN T1080246

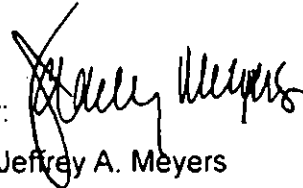
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

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

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



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

Peer Recovery Support Services and Parenting
Education for Pregnant
Women and Parents in Recovery

RFP-2018-BDAS-07-PEERR

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Harbor Homes, Inc.
2. 0
3. 0

Pass/Fail	Maximum Points	Actual Points
/	710	591
	710	0
	710	0

1. Jill Burke, MPA, Prevention and Education Services, BDAS
2. Linda Parker, Prog Spec IV, Bhvt Hlth, DHHS
3. Kristi Hart, Home Visiting Coordntr, MCH DPHS
4. Don Hunter, Planning and Review Analyst, BDAS (Cost)
5. Laurie Heath, Business Admin III, DBH/BDAS Finance (Cost)

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

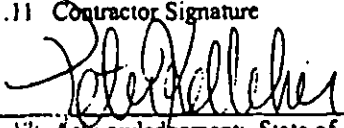
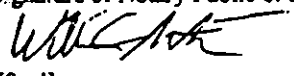
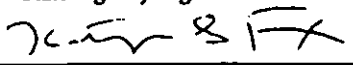
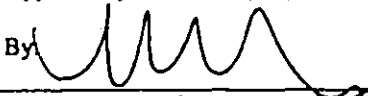
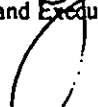
Subject: Peer Recovery Support Services and Parenting Education (RFP-2018-BDAS-07-PEERR)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 77 Northeastern Boulevard Nashua, NH 03062	
1.5 Contractor Phone Number 603-882-3616	1.6 Account Number 05-95-92-920510-25590000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$515,198
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher President & CEO	
1.13 Acknowledgement: State of <u>N. H.</u> , County of <u>Hillsborough</u> On <u>12/21/2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] WILLIAM C. MARTIN			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Justice of the Peace - New Hampshire</u> <u>My Commission Expires November 4, 2020</u>			
1.14 State Agency Signature  Date: _____		1.15 Name and Title of State Agency Signatory <u>Katja S Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. V. Soli - Attorney</u> <u>1/5/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education for
Pregnant Women and Parents in Recovery**



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall be a Recovery Community Organization (RCO) funded by the Bureau of Drug and Alcohol Services (BDAS), subcontracted with the facilitating organization, or the facilitating organization.
- 2.2. The Contractor shall develop and submit a work plan to the Department for review and approval within thirty (30) days of Governor and Executive Council approval of the contract which details how the Contractor shall ensure completion of all aspects of the Scope of Services and Reporting as outlined in this Exhibit A.
- 2.3. As the facilitating organization, the Contractor shall ensure the provision of Peer Recovery Support Services (PRSS) and parenting programming to pregnant women and parents with children through age ten (10) with Opioid Use Disorder (OUD) which includes, but is not limited to:
 - 2.3.1. Recovery coaching
 - 2.3.2. Telephone recovery support services
 - 2.3.3. Continuous recovery monitoring
- 2.4. The Contractor shall deliver parenting education using the evidence-based curriculum, Parenting Journey's "Sober Parenting Journey".
- 2.5. The Contractor shall provide onsite childcare while PRSS services or educational programs are being delivered to the target population.
- 2.6. The Contractor shall provide assistance with transportation to PRSS-related meetings and educational programs
- 2.7. The Contractor shall be able and willing to participate with other RCOs in the "Community of Practice for PRSS."
- 2.8. The Contractor shall ensure local community agencies are aware of PRSS services available at the local level by engaging with agencies including, but not limited to:

OR
12/11/17

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education for
Pregnant Women and Parents in Recovery**



Exhibit A

- 2.8.1. Regional Public Health Network (RPHN) continuum of care development work.
- 2.8.2. Regional integrated delivery networks.
- 2.8.3. Other local workgroups and systems that address the substance use disorder (SUD) crisis
- 2.9. The Contractor shall establish agreements with specialty treatment organizations that can provide higher levels of SUD treatment and/or co-occurring mental health treatment to the target population including, but not limited to:
 - 2.9.1. Keystone Hall.
 - 2.9.2. Nashua's Safe Station.
 - 2.9.3. Outpatient and residential treatment providers, Community Mental Health Centers, Federally Qualified Health Centers, and other healthcare providers in the Tilton, Portsmouth, and Dover regions.
- 2.10. The Contractor shall ensure its governing body and personnel providing services are representative of the local communities of recovery, and are responsive to the concerns of local communities.
- 2.11. The Contractor shall achieve accreditation of their Recovery Centers so that it meets Council on Accreditation of Peer Recovery Support Services (CAPRSS) standards within one (1) year of the contract effective date.
 - 2.11.1.1. The Recovery Center must be open during hours that are accessible to parents of young children.
 - 2.11.1.2. The Recovery Center must be open at least (5) days per week, including at least one day within the weekend (Saturday and/or Sunday).
- 2.12. The Contractor shall ensure that recovery coaching and peer recovery support services are provided in accordance with CAPRSS standards and personnel providing PRSS are appropriately supervised according to CAPRSS standards and He-W 513 rules.
- 2.13. The Contractor shall train staff to provide Peer Recovery Coaching and telephonic Recovery Support Services including, but not be limited to:
 - 2.13.1. Creating and utilizing a staff development plan to ensure staff achieve certification as Certified Recovery Support Workers within six (6) months of date of hire including, but not limited to:
 - 2.13.1.1. Twenty-five (25) hours of clinical supervision.
 - 2.13.1.2. Trainings regarding topics including, but not limited to:
 - 2.13.1.2.1. Ethics.
 - 2.13.1.2.2. HIV/AIDS.
 - 2.13.1.2.3. Suicide Prevention.

OK
12/21/17

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education for
Pregnant Women and Parents In Recovery**



Exhibit A


- 2.13.2. Providing basic training to all staff providing Peer Recovery Support Services.
- 2.13.3. Training program personnel in the selected parenting curriculum including, but not limited to:
 - 2.13.3.1. One (1) week of training for the trainers of the Sober Parenting Journey.
 - 2.13.3.2. Ongoing technical assistance by the training provider.
- 2.13.4. Ensuring all Recovery Community Organization (RCO) staff initially complete the Recovery Coach Academy.
- 2.14. The Contractor shall ensure that at any Peer Recovery center, at least two (2) staff will be trained as facilitators of the Sober Parenting Journey curriculum.
- 2.15. The Contractor shall use the NH Alcohol and Drug Treatment Locator (<http://www.nhtreatment.org>), the state supported online directory of substance use disorder treatment and recovery support service providers to identify specific services that are available by location, population, and payer to enable patient choice for any referrals made.
- 2.16. The Contractor shall provide PRSS that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. (More information is available at <http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.17. The Contractor shall ensure that clients are able to move seamlessly between levels of care within a group of services and ensure ongoing communication and coordination with entities involved in the clients' care. At a minimum, the Contractor shall:
 - 2.17.1.1. Work with the Continuum of Care Facilitator(s) in the development of a resiliency and recovery oriented system of care (RROSC) in the region(s).
 - 2.17.1.2. Participate in the Regional Continuum of Care Workgroup(s).
 - 2.17.1.3. Participate in the Integrated Delivery Network(s).
 - 2.17.1.4. Coordinate client services with agencies that provide specialized services to pregnant women with SUD/OD.
 - 2.17.1.5. Collaborate with home visiting services, child protective services, and other social service agencies serving the target population.
- 2.18. The Contractor shall develop and implement Department-approved outreach activities specifically designed to engage pregnant women and parents in PRSS that are culturally appropriate and follow CLAS standards including, but not limited to:
 - 2.18.1. Promotion to the community at large and through industry-focused communications within the social service, education, and health care industries using traditional and social media.
 - 2.18.2. Formal marketing, including graphic design and web-based media.



**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education for
Pregnant Women and Parents in Recovery**

Exhibit A

-
- 2.18.3. Collaboration with agencies including, but not limited to:
 - 2.18.3.1. Family and drug court systems.
 - 2.18.3.2. DCYF and other child welfare organizations.
 - 2.18.3.3. Regional SUD treatment providers.
 - 2.18.3.4. OB/GYN and Medication Assisted Treatment providers.
 - 2.18.3.5. Providers that offer services to pregnant women with an OUD including, but not limited to programs funded by the Cures Act resources for similar populations.
 - 2.19. The Contractor shall ensure meaningful input of consumers in program assessment, planning, implementation, and improvement.
 - 2.20. The Contractor shall use aggregate or de-identified data to support quality improvement and engage in ongoing monitoring and quality improvement including, but not limited to:
 - 2.20.1. Utilizing an electronic database to track the necessary data for the both the Department and for a formal evaluation.
 - 2.20.2. Conducting a formal evaluation with the Sober Parenting Journey curriculum provider to determine how to improve the trainings.
 - 2.20.3. Developing both a work plan and an evaluation plan within sixty (60) days of the initiation of the contract for each subcontractor.
 - 2.20.4. Monitoring implementation of the work plan and evaluation plan.
 - 2.20.5. Analyzing and interpreting data collected.
 - 2.20.6. Providing technical assistance to improve program outcomes.
 - 2.20.7. Preparing required reports and annual performance assessments.
 - 2.20.8. Collecting client-level and process data to measure outcomes.
 - 2.21. The Contractor shall ensure compliance with confidentiality requirements, which shall include, but not be limited to:
 - 2.21.1. Federal and state laws.
 - 2.21.2. HIPAA Privacy Rule.
 - 2.21.3. 42 C.F.R Part 2.
 - 2.22. The Contractor shall participate in all evaluation activities associated with the funding opportunity, including national evaluations.
 - 2.23. The Contractor shall understand the proper hierarchy of the billing process.
 - 2.24. The Contractor shall complete the following within one (1) year of the contract effective date:



12/21/17

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education for
Pregnant Women and Parents in Recovery**



Exhibit A

-
- 2.24.1. Enroll as a Medicaid provider as a 'Peer Recovery Program' provider type.
 - 2.24.2. Contract with commercial payers for PRSS, giving priority to those qualified health plans serving New Hampshire Health Protection Program recipients.
 - 2.24.3. Contract with Managed Care Organizations (MCOs) for PRSS.
 - 2.25. Once enrolled, the Contractor shall bill Medicaid and other payers for PRSS including, but not limited to:
 - 2.25.1. Developing billing protocols.
 - 2.25.2. Implementing a billing process.
 - 2.25.3. Providing a copy of billing policies and protocols to the Department.
 - 2.26. The Contractor shall assist eligible individuals who have no insurance in applying for Medicaid and other insurance.
 - 2.27. The Contractor shall participate in training and technical assistance activities as directed by the Department, including but not limited to the "Community of Practice for PRSS," which may include, but is not limited to:
 - 2.27.1. Project-specific trainings.
 - 2.27.2. Quarterly web-based discussions.
 - 2.27.3. On-site technical assistance visits.
 - 2.27.4. Ad hoc communication with expert consultants.
 - 2.28. The Contractor shall participate in any Department sponsored trainings related to the 21st Century Cures Act funding opportunities.
- 3. Reporting**
- 3.1. The Contractor shall work with the Department-selected technical assistance vendor to collect de-identified, aggregate data and implement an evaluation process that is culturally appropriate for the recovery communities and PRSS and is approved by the Department.
 - 3.2. The Contractor shall gather, monitor, and submit all data points required in the Treatment Episode Data for Admissions in de-identified, aggregate form to the Department monthly using a Department-approved method.
 - 3.3. The Contractor shall provide the Department with monthly reports, per site, on their progress of implementation in a form and manner satisfactory to the Department including, but not limited to:
 - 3.3.1. Any changes to the CAPRSS accreditation.
 - 3.3.2. Days and hours that each Recovery Center is open.
 - 3.3.3. Number and type of PRSS services provided to the target population.


12/31/17

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education for
Pregnant Women and Parents in Recovery**



Exhibit A

- 3.3.4. Number of participants (de-identified, aggregate) receiving parenting education.
- 3.3.5. Number of participants (de-identified, aggregate) referred to or placed in recovery housing.

4. Deliverables

- 4.1. The Contractor shall develop and submit a work plan to the Department for review and approval within thirty (30) days of Governor and Executive Council approval of the contract which details how the Contractor shall ensure completion of all aspects of the Scope of Services and Reporting as outlined in this Exhibit A.
- 4.2. The Contractor shall achieve accreditation of their Recovery Centers so that it meets Council on Accreditation of Peer Recovery Support Services (CAPRSS) standards within one (1) year of the contract effective date.
- 4.3. The Contractor shall achieve accreditation of their Recovery Centers so that it meets Council on Accreditation of Peer Recovery Support Services (CAPRSS) standards within one (1) year of the contract effective date.
 - 4.3.1.1. The Recovery Center must be open during hours that are accessible to parents of young children.
 - 4.3.1.2. The Recovery Center must be open at least (5) days per week, including at least one day within the weekend (Saturday and/or Sunday).
- 4.4. The Contractor shall ensure personnel providing PRSS achieve certification as Certified Recovery Support Workers within six (6) months of date of hire
- 4.5. The Contractor shall provide the Department with monthly reports, per site, on their progress of implementation in a form and manner satisfactory to the Department including, but not limited to:
 - 4.5.1. Any changes to the CAPRSS accreditation.
 - 4.5.2. Days and hours that each Recovery Center is open.
 - 4.5.3. Number and type of PRSS services provided to the target population.
 - 4.5.4. Number of participants (de-identified, aggregate) receiving parenting education.
 - 4.5.5. Number of participants (de-identified, aggregate) referred to or placed in recovery housing.
- 4.6. The Contractor shall gather, monitor, and submit all data points required in the Treatment Episode Data for Admissions in de-identified, aggregate form to the Department monthly using a Department-approved method.

DA
12/11/17

**New Hampshire Department of Health and Human Services
Peer Recovery Support Services and Parenting Education for
Pregnant Women and Parents in Recovery**



Exhibit B

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
3. This contract is funded with funds from the US Department of Health and Human Services, Substance Abuse and Mental Health Administration, Catalog of Federal Domestic Assistance (CFDA #) 93.788, Federal Award Identification Number (FAIN) TIO80246.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 4.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 4.3. 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. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 4.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:


Department of Health and Human Services
Division of Behavioral Health
129 Pleasant Street
Concord, NH 03301
Email addresses: laurie.heath@dhhs.nh.gov AND abby.shockley@dhhs.nh.gov
 - 4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits 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.

Signature: Date: 12/21/17

Exhibit B-1

New Hampshire Department of Health and Human Services									
Budget/Program Name: Harbor Homes Inc.									
Budget Request for: Peer Recovery Support Services and Parenting Education for Pregnant Women and Parents in Recovery									
Budget Period: SFY 2010									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DCHS contract share		
	Direct Incremental	Indirect Pooled	Total	Direct Incremental	Indirect Pooled	Total	Direct Incremental	Indirect Pooled	Total
1. Total Salary/Wages	72,184	-	72,184	-	-	-	72,184	-	72,184
2. Employee Benefits	22,371	-	22,371	-	-	-	22,371	-	22,371
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	2,400	-	2,400	-	-	-	2,400	-	2,400
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	1,183	-	1,183	-	-	-	1,183	-	1,183
7. Occupancy	1,200	-	1,200	-	-	-	1,200	-	1,200
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	1,871	-	1,871	-	-	-	1,871	-	1,871
Postage	120	-	120	-	-	-	120	-	120
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	600	-	600	-	-	-	600	-	600
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	10,000	-	10,000	-	-	-	10,000	-	10,000
10. Marketing/Communications	12,000	-	12,000	-	-	-	12,000	-	12,000
11. Staff Education and Training	2,174	-	2,174	-	-	-	2,174	-	2,174
12. Subcontracts/Agreements	131,718	-	131,718	-	-	-	131,718	-	131,718
13. Other (specific details mandatory)	-	-	-	-	-	-	-	-	-
TOTAL	257,599	-	257,599	-	-	-	257,599	-	257,599

Indirect As A Portion of Direct

Contractor Initials: 
 Date: 12/21/17

Appendix B-2

Subcontractor Name: Harbor Homes Inc. Budget Request for: Peer Recovery Support Services and Parenting Education for Program Women and Parents in Recovery Budget Period: BYY 2019									
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	85,800	-	85,800	-	-	-	85,800	-	85,800
2. Employee Benefits	28,848	-	28,848	-	-	-	28,848	-	28,848
3. Consultants	2,850	-	2,850	-	-	-	2,850	-	2,850
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	4,200	-	4,200	-	-	-	4,200	-	4,200
7. Occupancy	1,200	-	1,200	-	-	-	1,200	-	1,200
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	863	-	863	-	-	-	863	-	863
Postage	120	-	120	-	-	-	120	-	120
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	800	-	800	-	-	-	800	-	800
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	5,000	-	5,000	-	-	-	5,000	-	5,000
10. Marketing/Communications	12,000	-	12,000	-	-	-	12,000	-	12,000
11. Staff Education and Training	4,000	-	4,000	-	-	-	4,000	-	4,000
12. Subcontracts/Agreements	112,800	-	112,800	-	-	-	112,800	-	112,800
13. Other (Specify details mandatory)	-	-	-	-	-	-	-	-	-
TOTAL	257,599	-	257,599	-	-	-	257,599	-	257,599

Indirect As A Percent of Direct

 DX
 12/21/17

New Hampshire Department of Health and Human Services
Exhibit C



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 Contractor's 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;

Handwritten initials, possibly "JGK", in black ink.

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



- 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.

PN
12/31/17

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



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

Contractor Initials: *GH*
Date: *11/17*

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



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

ON
2/21/17

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

PK
12/21/17

New Hampshire Department of Health and Human Services



Exhibit C-1

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.

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



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

92
12/24/17

New Hampshire Department of Health and Human Services
Exhibit D




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

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

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

12/21/2017
Date

Contractor Name:


Name: Peter Kelleher
Title: President & CEO

Contractor Initials

Date

New Hampshire Department of Health and Human Services
Exhibit E



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-4.)
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:

12/21/2017
Date

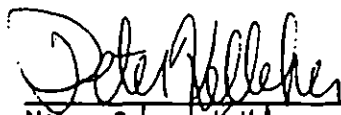

Name: Peter Kelleher
Title: President & CEO

Exhibit E - Certification Regarding Lobbying

Contractor Initials

PK

12/21/17

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



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Signature]
12/21/17

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

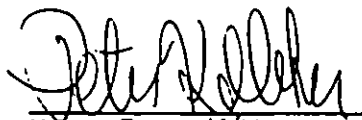
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

12/21/2017
Date


Name: Peter Kellem
Title: President & CEO

Contractor Initials

Date

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

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

Contractor Initials

JA

6/27/14

Rev. 10/21/14

Page 1 of 2

Date

12/21/17

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



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

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

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

12/21/2017
Date

Contractor Name:

Peter Kelleher

Name: Peter Kelleher
Title: President & CEO

Exhibit G

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

Contractor Initials

PK

Date

12/21/17

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

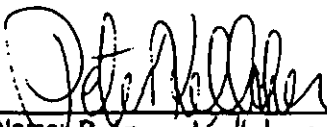
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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


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

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

Contractor Name:

12/21/2017
Date


Name: Peter Keller
Title: President & CEO


12/21/17



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

92K

12/21/17



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials OK

Date 12/21/11

New Hampshire Department of Health and Human Services



Exhibit I

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

3/2014

Contractor Initials

Date

PK
2/21/11



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date

3/2/14

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services

The State

K. S. Fix
Signature of Authorized Representative

Katja S Fix
Name of Authorized Representative

Director
Title of Authorized Representative

12-28-17
Date

Harbor Homes, Inc

Name of the Contractor

Peter Kelleher
Signature of Authorized Representative

Peter Kelleher
Name of Authorized Representative

President & CEO
Title of Authorized Representative

12/21/17
Date

PK
12/21/17

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

12/21/2017
Date

Contractor Name:

Peter Kelcher
Name: Peter Kelcher
Title: President PCEO

Contractor Initials

Date

PK
12/21/17

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The 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: _____

New Hampshire Department of Health and Human Services

Exhibit K



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed


12/21/17

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

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. **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.

Handwritten initials, possibly "GA", in black ink.

Handwritten date "12/1/17" in black ink.