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

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

May 29, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing **Sole Source** contract with Southern New Hampshire HIV/AIDS Task Force (Vendor #156984 B011), 77 Northeastern Boulevard, Nashua, NH 03062 for Medical Case Management, Support Services, and Insurance Benefit Management Services to New Hampshire residents living with HIV/AIDS by increasing the price limitation by \$217,500 from \$2,524,997 to \$2,742,497 and by extending the completion date from June 30, 2020 to September 30, 2020 effective upon Governor and Council approval. The original contract was approved by Governor and Council on June 15, 2016 (Item #11A) and most recently amended with Governor and Council approval on September 18, 2019 (Late Item #A). 100% Other Funds (Pharmaceutical Rebates).

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-90-902510-22290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES.

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	102-500731	Contracts for Prog Svc	90072003	\$599,999	\$0	\$599,999
2018	102-500731	Contracts for Prog Svc	90072003	\$599,999	\$0	\$599,999
2019	102-500731	Contracts for Prog Svc	90024602	\$599,999	\$0	\$599,999
2020	102-500731	Contracts for Prog Svc	90024602	\$725,000	\$0	\$725,000
2021	102-500731	Contracts for Prog Svc	90024602	\$0	\$217,500	\$217,500
			Total	\$2,524,997	\$217,500	\$2,742,497

EXPLANATION

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. The Contractor is the only vendor in New Hampshire able to provide the necessary medical case management through a network of agencies that serve individuals who have human immunodeficiency virus (HIV) and who are enrolled in the New Hampshire Ryan White CARE Program. As previously stated, the original contract was approved by Governor and Council on June 15, 2016 (Item #11A). It was then subsequently amended with Governor and Council approval on June 19, 2019 (Item #75) and on September 18, 2019 (Late Item #A).

The purpose of this request is to continue providing uninterrupted medical case management, support services, and insurance benefit management services to individuals with HIV in New Hampshire.

Approximately 650 individuals who have HIV and who are enrolled in the New Hampshire Ryan White CARE Program will be served. The CARE Program experienced a 24% increase in the number of enrollments from February 2019 to February 2020 and projects 1,245 submissions by the end of Fiscal Year 2020. In Fiscal Year 2021, the program projects a 5% increase in the number of enrollments. Due to the recent increase in the unemployment rate, the CARE Program anticipates the percentage of enrollments will surpass current projections.

The Contractor ensures New Hampshire residents living with HIV have access to case management and support services, which includes enrollment in the New Hampshire Ryan White CARE Program. The Contractor will also continue providing insurance benefits management services. This amendment will benefit the Department and residents of the State of New Hampshire by limiting the spread of new infection and improving health outcomes for individuals living with HIV. The Southern New Hampshire HIV/AIDS Task Force has met or exceeded its performance measures, and health outcome measures, such as HIV Viral Suppression, have improved.

The Department will continue monitoring contracted services using the following performance measures:

- 100% of chart reviews result in zero (0) citations for assessment and service planning standards.
- 100% for citations for assessment and service planning will have a corrective action plan developed and approved by the CARE Program within thirty (30) days of receipt of the site visit report.
- 100% of medical case management agencies will have an approved quality management plan.
- 90% of initial (binding) premium payments will be made within five (5) business days or receipt of payment invoice.
- 90% of ongoing monthly premium checks shall be made by the twenty-fifth (25th) day of the month prior to the due date.
- 90% of medical copays and deductibles will have a check issued within fifteen (15) business days of receipt of documentation for payment.

As referenced in Exhibit C-1, Revisions to General Provisions, Paragraph 3, of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and

Governor and Council approval. The Department has utilized one (1) year of the available three (3) years. The Department is exercising its option to renew services for three (3) months of the two (2) years available, leaving twenty-one (21) months of renewal option remaining.


Should the Governor and Council not authorize this request, New Hampshire Ryan White CARE Program participants will lack support to enroll and remain active in a program that provides access to pharmaceutical coverage; health insurance premium assistance; primary medical care service; dental services; and mental health and substance misuse counseling and treatment. Non-involvement would cause a significant portion of clients to disengage from medical care and life sustaining antiretroviral therapy.

Area served: Statewide.

Source of Funds: 100% Pharmaceutical Rebates

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

Respectfully submitted,



Jon A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Medical Case Management, Support Services, and Insurance Benefit
Management for Clients with Human Immunodeficiency Virus**

This 3rd Amendment to the Medical Case Management, Support Services, and Insurance Benefit Management for Clients with Human Immunodeficiency Virus contract (hereinafter referred to as "Amendment #3 ") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire HIV/AIDS Task Force, (hereinafter referred to as "the Contractor"), a 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 June 15, 2016, (Item #11A), as amended on June 19, 2019, (Item #75), as amended on September 18, 2019 (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended 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 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:

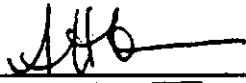
1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,742,497.
3. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 4, to read:
 4. Payment shall be on a cost reimbursement basis only, for allowable expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1 (SFY2017), Budget Form, through Exhibit B-5 Amendment #3 (SFY2021), Budget Form.
4. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 6, to read:
 6. Notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1 (SFY2017), Budget Form, through Exhibit B-5 Amendment #3 (SFY2021), Budget Form to adjust line item amounts within the budgets within the price limitation, can be made by written agreement of both parties.
5. Add Exhibit B-5 Amendment #3 (SFY2021), Budget Form.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. 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,

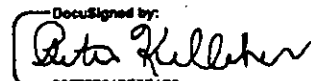
State of New Hampshire
Department of Health and Human Services

5/20/2020
Date


Name: ~~Lisa Morris~~ *Ann Lundy*
Title: ~~Director~~ *Assoc. Comm*

Southern New Hampshire HIV/AIDS Task Force

5/15/2020
Date

DocuSigned by:

00E720MBE2EACB
Name: Peter Kelleher
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/22/20

Date

/s/ Christen Lavers

Name:

Title: Assistant 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									
Contractor name: Southern New Hampshire HIV/AIDS Task Force									
Budget Request for: HIV Case Management & Support Services									
Budget Period: 7/1/2020-6/30/2020									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 28,000.00	\$ 12,000.00	\$ 38,000.00			\$ -	\$ 28,000.00	\$ 12,000.00	\$ 38,000.00
2. Employee Benefits	\$ 5,300.00	\$ 2,400.00	\$ 7,700.00			\$ -	\$ 5,300.00	\$ 2,400.00	\$ 7,700.00
3. Consultants	\$ 3,500.00	\$ 2,000.00	\$ 5,500.00			\$ -	\$ 3,500.00	\$ 2,000.00	\$ 5,500.00
4. Equipment:	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 3,000.00	\$ -	\$ 3,000.00			\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00			\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Office	\$ 1,900.00	\$ 475.00	\$ 2,375.00			\$ -	\$ 1,900.00	\$ 475.00	\$ 2,375.00
6. Travel	\$ 1,300.00	\$ -	\$ 1,300.00			\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
7. Occupancy	\$ 20,337.00	\$ -	\$ 20,337.00			\$ -	\$ 20,337.00	\$ -	\$ 20,337.00
8. Current Expenses	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,600.00	\$ -	\$ 1,600.00			\$ -	\$ 1,600.00	\$ -	\$ 1,600.00
Postage	\$ 1,000.00	\$ -	\$ 1,000.00			\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Subscriptions	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ 2,500.00	\$ 3,500.00			\$ -	\$ 1,000.00	\$ 2,500.00	\$ 3,500.00
Insurance	\$ 1,200.00	\$ 397.73	\$ 1,597.73			\$ -	\$ 1,200.00	\$ 397.73	\$ 1,597.73
Board Expenses	\$ 75.00	\$ -	\$ 75.00			\$ -	\$ 75.00	\$ -	\$ 75.00
9. Software	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 150.00	\$ -	\$ 150.00			\$ -	\$ 150.00	\$ -	\$ 150.00
12. Subcontracts/Agreements	\$ 126,915.27	\$ -	\$ 126,915.27			\$ -	\$ 126,915.27	\$ -	\$ 126,915.27
13. Other (specific details mandatory):	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Other: Food & Nutrition	\$ 2,400.00	\$ -	\$ 2,400.00			\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
Other: Medical Transportation	\$ 700.00	\$ -	\$ 700.00			\$ -	\$ 700.00	\$ -	\$ 700.00
Other: Linguistic Services	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Other: Housing	\$ 600.00	\$ -	\$ 600.00			\$ -	\$ 600.00	\$ -	\$ 600.00
TOTAL	\$ 197,727.27	\$ 19,772.73	\$ 217,500.00	\$ -	\$ -	\$ -	\$ 197,727.27	\$ 19,772.73	\$ 217,500.00
Indirect As A Percent of Direct 10.0%									
Award Amount: \$ 217,500.00									

State of New Hampshire

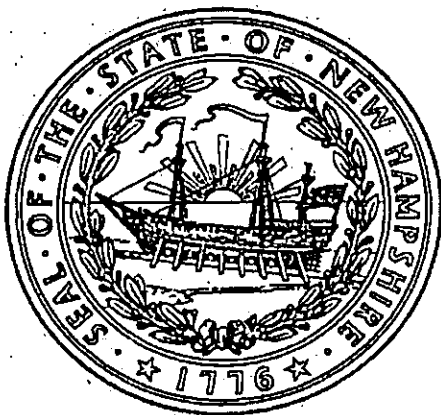
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN.NEW HAMPSHIRE HIV/AIDS TASK FORCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 12, 1991. 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: 154858

Certificate Number: 0004516976



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joel Jaffe, 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 Southern NH HIV/AIDS Task Force.
(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 May 15, 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 Southern NH HIV/AIDS Task Force 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: May 15, 2020

DocuSigned by:

Joel Jaffe

Signature of Elected Officer

Name: Joel Jaffe

Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2019

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C, No. Ext): 603-882-2766 FAX (A/C, No.): E-MAIL ADDRESS: kgutekunst@eatonberube.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Insurance INSURER B : Philadelphia Insurance Companies INSURER C : Eastern Alliance Insurance Group INSURER D : Selective Insurance Group INSURER E : INSURER F :
INSURED Harbor Homes, Inc 77 Northeastern Boulevard Nashua NH 03062	HARHO

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/V/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		Y	S2288207	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Prof (non-FTCA)	\$ 1,000,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" 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 <input type="checkbox"/> AUTOS ONLY			306871	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			306873	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A			030000111752-02	11/26/2019	11/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			L1VA966006	7/1/2019	7/1/2020	Professional ("Gap")	\$1,000,000
B	Management Liability			PHSD1258460	7/1/2019	7/1/2020	D&O	\$1,000,000
D	Crime			S2288207	7/1/2019	7/1/2020	Employee Dishonesty	\$510,000

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

Additional Named Insureds:
 Harbor Homes, Inc. - FID# 020351932
 Harbor Homes II, Inc.
 Harbor Homes III, Inc.
 Healthy at Homes, Inc. - FID# 043364080
 Milford Regional Counseling Service, Inc. - FID# 222512360
 Southern New Hampshire HIV/AIDS Task Force - FID# 020447280
 Welcoming Light, Inc. - FID# 020481648
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HARHO

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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

The Southern N.H.
HIV/AIDS Task Force
77 Northeastern Blvd
Nashua, N.H. 03062



(603) 595-8464
(800) 942-7437
Fax: (603) 595-1480
www.aidstaskforcenh.org

Mission Statement

The mission of the Southern New Hampshire HIV/AIDS Task Force is to increase the quality and availability of knowledge, services and resources in all matters relating to HIV infection and AIDS to the people in the Southern New Hampshire region, regardless of race, religion, ethnicity, disability, gender, age, or sexual orientation.

Peter Kelleher President and CEO
Board of Directors

Edward B. Hall Jr. (Ted) Chair **Thomas I. Arnold** Vice-Chair **David Aponovich** Treasurer **Joel Jaffe** Secretary
Sr. Lorraine Arsenault, p.m. **Robert Fischer** **Alphonse Haetenschwiller** **Betty Hall** **Nicole Harrington** **Fr. Richard Kelly** **Robert Kelliher**
Michael Kirby **Naomi Moody** **Patrice O'Donnell** **Pamela O'Neil** **Trent Smith** **Paul Thibodeau** **Lynne Weiltrauch** **Betty J. Winberg**


PARTNERSHIP FOR SUCCESSFUL LIVING™




Healthy Home
Community Care, Affordable Solutions

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


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


TASK FORCE
Health, Housing, Treatment and Education

Providing community-based HIV/AIDS support and advocacy


77 Northeastern Blvd. Nashua NH 03062
 nhstaskforce.org
 hope@staszahforconh.org
 facebook.com/hitsiforce
 1-800-942-7437 x15 or 603-595-8464

4 Nonprofit Agencies Working Together as One


Keystone Hall
Substance Abuse Treatment Center

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

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


HARBOR HOMES
INC.

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

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

www.nhpartnership.org (603) 882-3616

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

Consolidated Financial Statements

For the Year Ended June 30, 2019

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

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

Additional Offices:

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

Report on the Consolidated Financial Statements

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

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living as of June 30, 2019, and the changes in its net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living's fiscal year 2018 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated December 20, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Other Information

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

Other Reporting Required by Government Auditing Standards

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

Melanson Heath

October 21, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notes to the Consolidated Financial Statements

1. Organization

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

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

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

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

Harbor Homes, Inc. – housing and healthcare

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

Harbor Homes, Inc. – housing and healthcare

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

Harbor Homes Plymouth, LLC – housing project management

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

Boulder Point, LLC – housing project development

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

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

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

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

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

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

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

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

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

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

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

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

Milford Regional Counseling Services – affordable counseling

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

2. Significant Accounting Policies

Change in Accounting Principle

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

Comparative Financial Information

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Cash and Cash Equivalents

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

Accounts Receivable, Net

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

Patient Receivables, Net

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

For receivables associated with services provided to patients who have third-party coverage, which includes patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Organization analyzes contractually due amounts and provides an allowance for doubtful collections and a provision for doubtful collections, if necessary. For receivables associated with self-pay patients, the Organization records a significant provision for doubtful collections in the period of service on the basis of its past experience, which indicates that many patients are unable to pay the portion of their bill for which they are financially responsible. The difference between the billed rates and the amounts actually collected after all reasonable collections efforts have been exhausted is charged off against the allowance for doubtful collections.

Inventory

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

Investments

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

Property and Equipment

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

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

Net Assets

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

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

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

Revenue and Revenue Recognition

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

Accounting for Contributions

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

Donated Services and In-Kind Contributions

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

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

Patient Services Revenues, Net

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

Charity Care

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

Grant Revenue

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

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

Advertising Costs

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

Functional Allocation of Expenses

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

Change in Net Assets Before Depreciation

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

Income Taxes

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

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

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

Estimates

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

Financial Instruments and Credit Risk

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

Fair Value Measurements and Disclosures

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

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

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

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

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

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

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

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

New Accounting Standards to be Adopted in the Future

Revenue from Contracts with Customers

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

Leases

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

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

Credit Losses

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

Contributions Received and Contributions Made

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

Reclassifications

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

3. Liquidity and Availability

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

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

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

4. Restricted Cash

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

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

*Required by the Department of Housing and Urban Development.

5. Investments

Investments consist of the following at June 30, 2019:

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

6. Accounts Receivable, Net

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

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

7. Patient Receivables, Net

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

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

8. Property, Equipment, and Depreciation

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

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

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

9. Accrued Expenses and Other Liabilities

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

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

10. Lines of Credit

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

Harbor Homes, Inc.

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

Harbor Homes, Inc.

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

Greater Nashua Council on Alcoholism

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

Healthy at Home, Inc.

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

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

11. Construction Loan Payable

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

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

12. Mortgages Payable, Tax Credits

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

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

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

13. Mortgages Payable

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

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

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

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

(3) HUD issued and backed.

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

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

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

14. Mortgages Payable, Deferred

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

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

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

- (1) Will be automatically forgiven at the end of the term.
(2) Non-recourse.

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

15. Net Assets With Donor Restrictions

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

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

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

16. Patient Services Revenue (FQHC), Net

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

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

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

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

17. Client Rental Assistance

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

18. Functionalized Expenses

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

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

Occupancy Costs – Occupancy costs are allocated as follows:

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

19. Plymouth NH Veterans Housing Project

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

20. Deferred Compensation Plan

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

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

21. Concentration of Risk

The Organization received revenue in fiscal year 2019 as follows:

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

22. Contingencies

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

23. Supplemental Disclosure of Cash Flow Information

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

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

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

24. Prior Period Restatement

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

25. Subsequent Events

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

Events subsequent to year end, include the following:

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

HARBOR HOMES, INC. AND AFFILIATES &/s/ PARTNERSHIP FOR SUCCESSFUL LIVING

Consolidating Statement of Financial Position

(With Comparative Totals as of June 30, 2018)

	Harbor Homes, Inc.	Boulder Point, LLC	Harbor Homes P, Inc.	Harbor Homes II, Inc.	HH Construction, Inc.	Greater Mathias Council on Alcoholism	Healthy at Home, Inc.	Welcoming Life, Inc.	SARC Housing Needs Board, Inc.	Southern NH NH/AIDS Task Force, Inc.	Millers Regional Counseling Services, Inc.	Subtotal	Eliminations	2019 Total	2018 Total
ASSETS															
Current Assets:															
Cash and cash equivalents	\$ 878,931	\$ 509,918	\$ 1,827	\$ 502	\$ 4,516	\$ 688,868	\$ 43,971	\$ 855	\$ 36,911	\$ 116,630	\$ 20,520	\$ 2,255,449	\$ -	\$ 2,255,449	\$ 480,242
Restricted cash	412,214	471,789	30,856	23,868	15,139	49,863	71,826	117,287	-	-	-	1,193,792	-	1,193,792	1,288,861
Accounts receivable, net	2,159,519	-	1,542	801	-	477,804	152,495	6,410	407	180,806	2,450	2,961,634	-	2,961,634	2,580,419
Prepaid receivables, net	845,983	-	-	-	-	-	-	-	-	-	-	845,983	-	845,983	1,301,046
Due from related organizations	1,156,631	-	-	-	-	36,242	-	-	-	-	-	1,192,873	(1,192,873)	-	-
Investments	203,533	-	-	-	-	-	-	-	-	-	-	203,533	-	203,533	192,711
Inventory	116,413	-	-	-	-	-	-	-	-	-	-	116,413	-	116,413	123,878
Other assets	2,897	-	-	-	-	17,822	4,881	-	-	9,000	-	34,884	-	34,884	46,155
Total Current Assets	5,825,801	961,647	34,225	34,971	19,655	1,278,199	203,331	80,191	154,575	306,436	22,970	8,625,941	(1,192,873)	7,433,068	5,300,134
Noncurrent Assets:															
Property and equipment, net	21,902,650	6,063,281	295,536	238,000	297,455	5,395,096	7,737	188,741	38,867	6,032	-	34,433,395	(70,000)	34,363,395	30,968,341
Investment in Boulder Point	441,018	-	-	-	-	-	-	-	-	-	-	441,018	(441,018)	-	-
Prepaid land lease	-	785,000	-	-	-	-	-	-	-	-	-	785,000	(285,000)	-	-
Other assets	77,577	-	-	-	-	-	-	-	-	600	-	78,177	-	78,177	41,809
Total Noncurrent Assets	22,421,245	6,848,281	295,536	238,000	297,455	5,395,096	7,737	188,741	38,867	6,632	-	35,217,590	(796,018)	34,421,572	31,010,141
Total Assets	27,946,846	7,129,968	329,761	262,971	317,110	6,665,295	211,068	269,012	193,442	313,068	22,970	43,843,531	(1,968,891)	41,874,640	36,310,475
LIABILITIES AND NET ASSETS															
Current Liabilities:															
Lines of credit	\$ 785,033	\$ -	\$ -	\$ -	\$ -	\$ 84,302	\$ 188,936	\$ -	\$ -	\$ -	\$ -	\$ 1,068,271	\$ -	\$ 1,068,271	\$ 1,725,433
Current portion of mortgages payable	328,379	-	32,849	19,128	-	134,586	-	21,344	22,280	-	-	560,466	-	560,466	496,806
Due to related organizations	541,198	12,172	171,076	7,494	13,660	-	145,885	229,757	18,888	31,154	21,587	1,192,873	(1,192,873)	-	-
Accounts payable	1,211,274	770,140	3,500	5,730	456	14,377	38,048	7,861	9,133	84,917	-	2,116,306	-	2,116,306	865,380
Accrued expenses and other liabilities	1,501,422	498,282	2,961	1,242	22	120,158	64,127	3,075	16,316	14,020	-	2,271,246	(285,000)	1,986,246	1,546,020
Total Current Liabilities	4,369,256	1,305,594	210,388	34,194	14,138	353,423	466,996	263,836	66,617	110,111	21,587	7,161,162	(1,477,873)	5,683,289	4,192,441
Long-Term Liabilities:															
Construction loan payable (See Note 11)	-	5,235,875	-	-	-	-	-	-	-	-	-	3,235,875	-	3,235,875	-
Accrued expenses and other liabilities	484,563	453,190	3,518	7,513	1,233	54,437	16,109	1,078	5,055	7,497	-	1,027,143	(441,018)	586,125	835,015
Mortgages payable, less credits	428,793	100,000	-	-	-	-	-	-	-	-	-	528,793	-	528,793	158,237
Mortgages payable, net of current portion	10,766,971	-	311,296	219,767	-	1,882,725	-	130,580	76,748	-	-	15,002,097	-	15,002,097	15,783,880
Mortgages payable, deferred	5,167,096	2,122,500	-	-	516,400	1,885,000	-	-	-	-	-	9,890,996	-	9,890,996	8,572,209
Total Long-Term Liabilities	16,841,423	6,111,565	314,814	222,280	517,633	5,422,162	16,109	131,618	79,803	7,497	-	25,644,904	(441,018)	25,203,886	25,172,491
Total Liabilities	21,210,679	7,417,159	525,202	256,474	531,771	5,775,585	483,105	415,454	146,440	117,610	21,587	36,846,066	(1,918,891)	34,927,175	29,340,932
Net Assets:															
Without donor restrictions	8,075,861	(12,191)	(195,441)	6,497	(214,661)	889,710	(272,037)	(146,422)	47,002	195,458	1,383	6,775,159	(70,000)	6,705,159	6,851,330
With donor restrictions	240,366	-	-	-	-	-	-	-	-	-	-	240,366	-	240,366	118,395
Total Net Assets	8,316,227	(12,191)	(195,441)	6,497	(214,661)	889,710	(272,037)	(146,422)	47,002	195,458	1,383	7,015,525	(70,000)	6,945,525	6,969,725
Total Liabilities and Net Assets	\$ 27,946,846	\$ 7,129,968	\$ 329,761	\$ 262,971	\$ 317,110	\$ 6,665,295	\$ 211,068	\$ 269,012	\$ 193,442	\$ 313,068	\$ 22,970	\$ 43,843,531	\$ (1,968,891)	\$ 41,874,640	\$ 36,310,475

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

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES (67%)
PARTNERSHIP FOR SUCCESSFUL LIVING**

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

	Harbor Homes*	Boulder Pharm, LLC	Harbor Homes & Inc.	Harbor Homes II, Inc.	HH Construction, Inc.	Greater Harbor Council on Alzheimer	Harmony At Home, Inc.	Welcoming LIFE, Inc.	SARC Housing Needs Home, Inc.	Southern HH HH/AIDS East, Inc.	Harford Regional Counselling Services, Inc.	Subtotal	Eliminations	2019 Total	2018 Total
SUPPORT AND REVENUE															
Support															
Grants	\$ 13,824,062	\$ -	\$ -	\$ -	\$ -	\$ 1,958,179	\$ -	\$ -	\$ -	\$ 1,931,117	\$ -	\$ 17,714,758	\$ -	\$ 17,714,758	\$ 19,525,664
Contributions	638,303	950	-	-	-	30,951	439	2,000	-	26,773	6,513	708,044	-	708,044	606,061
Fundraising events, net	21,859	-	-	-	-	6,543	(13,000)	478	-	6,706	(1,008)	13,865	-	13,865	48,854
Total Support	14,484,224	950	-	-	-	1,995,673	(12,561)	3,178	-	1,964,596	6,013	18,436,646	-	18,436,646	20,261,179
Revenue															
Patient services revenues (other), net	3,322,370	-	-	-	-	2,761,723	1,397,989	-	-	-	-	7,473,032	-	7,473,032	5,606,860
Patient services revenues (FQHC), net	5,404,999	-	-	-	-	-	-	-	-	-	-	8,404,999	-	8,404,999	3,664,163
Department of Housing and Urban Development programs	3,237,481	-	136,667	102,182	25,077	-	-	79,183	22,553	221,957	-	3,793,207	(103,438)	3,689,769	3,429,882
Veterans Administration programs	2,416,766	-	-	-	-	-	-	-	-	-	-	2,416,766	-	2,416,766	2,313,701
Rent and service charges, net	802,877	-	43,573	30,029	22,266	-	(11,267)	20,934	6,687	-	-	916,499	-	916,499	867,400
Outside rent	491,248	-	-	-	-	4,179	-	-	-	-	-	15,760	-	15,760	153,351
Contracted services	243,345	-	-	-	-	240,558	137,157	-	-	8,688	-	606,400	(163,452)	442,948	394,523
Fees for services	131,132	-	-	-	-	170	-	-	-	26,400	-	214,733	(88,267)	126,466	144,456
Management fees	41,336	-	-	-	-	-	-	23,490	-	-	-	64,826	(41,536)	23,290	39,124
Investment income (loss)	5,834	-	-	79	165	1,002	2,867	(74)	-	81	-	9,834	-	9,834	137,951
Gain (loss) on disposal of fixed assets	32,173	-	18	30	8	751	-	16	-	11	-	12,940	-	12,940	48,632
Total Revenue	24,661,844	-	178,245	132,210	47,516	3,008,670	2,526,746	123,940	33,451	253,227	213,546	22,567,473	(407,232)	22,160,241	22,514,090
Total Support and Revenue	31,145,766	950	178,245	132,210	47,516	5,000,492	3,346,305	126,886	33,451	253,227	219,597	40,623,071	(407,232)	40,215,839	42,725,269
EXPENSES															
Program	22,022,147	12,543	116,045	98,524	34,879	3,362,836	3,271,699	325,216	22,093	2,142,345	77,451	34,662,378	(354,807)	34,307,571	32,969,483
Administrative	2,876,253	-	18,549	18,353	14,994	804,472	388,891	33,427	11,514	101,988	11,300	4,299,866	(52,249)	4,247,617	3,721,163
Fundraising	976,905	-	-	-	-	32,092	13,775	8,271	-	7,200	949	1,037,262	-	1,037,262	809,600
Total Expenses	25,875,305	12,543	134,594	116,877	49,873	4,400,400	4,074,365	366,914	33,607	2,251,533	109,699	39,999,006	(407,232)	39,591,774	37,490,246
OTHER INCOME															
Recovery of prior write-off	200,000	-	-	-	-	-	-	-	-	-	(200,000)	-	-	-	-
Total Other Income	200,000	-	-	-	-	-	-	-	-	-	(200,000)	-	-	-	-
Change in net assets before depreciation	1,670,762	(12,191)	40,751	22,955	(1,857)	598,593	(548,360)	(40,172)	(2,156)	(14,679)	(98,373)	1,400,871	-	1,400,871	339,043
Depreciation and amortization	1,197,515	-	75,123	21,293	14,349	225,296	5,577	25,645	651	903	-	1,476,760	-	1,476,760	1,256,754
Change in net assets	(87,253)	(12,191)	(34,372)	1,656	(16,206)	373,297	(593,917)	(40,827)	(2,809)	(15,122)	(99,372)	(73,889)	-	(73,889)	(921,241)
Net Assets (Deficit), Beginning of Year, as restated	6,805,470	-	(211,009)	4,841	(196,455)	118,413	(116,102)	(81,805)	49,811	230,390	91,708	7,089,354	(70,000)	7,019,354	7,890,784
Net Assets (Deficit), End of Year	\$ 6,718,217	\$ (12,191)	\$ (195,441)	\$ 6,497	\$ (212,661)	\$ 891,710	\$ (273,057)	\$ (146,632)	\$ 47,002	\$ 215,268	\$ 1,183	\$ 7,015,465	\$ (70,000)	\$ 6,945,465	\$ 6,969,543

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

See Independent Auditors' Report.

HARBOR HOMES, INC.

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

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

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

See Independent Auditors' Report.

HARBOR HOMES, INC.

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

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

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

See Independent Auditors' Report.

PARTNERSHIP FOR SUCCESSFUL LIVING

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

(CURRENT BOARD MEMBER CHARACTERISTICS & AFFILIATIONS)

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

PETER J. KELLEHER, CCSW, LICSW

45 High Street

Nashua, NH 03060

Telephone: (603) 882-3616

Fax: (603) 595-7414

E-mail: p.kelleher@nhpartnership.org

PROFESSIONAL EXPERIENCE

- 2006-Present** **President & CEO, Southern NH HIV Task Force**
- 2002-Present** **President & CEO, Greater Nashua Council on Alcoholism, Inc./ Keystone Hall, Nashua, NH**
- 1997-Present** **President & CEO, Healthy At Home, Inc., Nashua, NH**
- 1995-Present** **President & CEO, Milford Regional Counseling Services, Inc., Milford, NH**
- 1995-Present** **President & CEO, Welcoming Light, Inc., Nashua, NH**
- 1982-Present** **President & CEO, Harbor Homes, Inc., Nashua, NH**
- Currently employed as chief executive officer of six nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 80 programs comprising a \$22,000,000 operating budget; proposal development resulting in more than \$15,000,000 in grants annually; oversight of 350+ management and direct care professionals.
- 2003-2006** **Consultant**
Providing consultation and technical assistance throughout the State to aid service and mental health organizations.
- 1980 - 1982** **Real Estate Broker, LeVaux Realty, Cambridge, MA**
Successful sales and property management specialist.
- 1979 - 1980** **Clinical Coordinator, Task Oriented Communities, Waltham, MA**
Established and provided comprehensive rehabilitation services to approximately 70 individuals with mental and/or developmental disabilities. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** **Faculty, Middlesex Community College, Bedford, MA**
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** **Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA**
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** **Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA**
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** **Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA**
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

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

LICENSES AND CERTIFICATIONS

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

PLACEMENTS

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

FIELD SUPERVISION

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

AWARDS

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

MEMBERSHIPS

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

WENDY LEBLANC

HIGHLIGHTS OF QUALIFICATIONS

- Over twenty years of experience providing intensive Case Management services to an ethnically diverse population of HIV+ individuals.
- Over twenty-five years of management experience including staff training and development.
- Competent and reliable professional with a proven record of success in assuming increasing levels of responsibility.
- Outstanding communication and organizational skills.
- Skilled in use of Microsoft Word, Access, Excel, PowerPoint and Publisher.

RELEVANT SKILLS AND EXPERIENCE

ADMINISTRATION/MANAGEMENT

- Successful management of several client service programs at AIDS Service Organization. Budgeting, tracking, reporting and implementing services to consistently exceed goals for number of clients served while expending budgets efficiently.
- Director of Client Services 2004-2006, Vice President 2006-present

KNOWLEDGE OF HIV/AIDS.

- Member of Client Services team, providing quality Case Management and other support services to HIV+ individuals.
- Support Group Facilitator for HIV+ individuals and their caregivers.
- Member of NH HIV Planning Group (liaison for Medical Case Managers)
- Certified HIV Test Counselor.

PROGRAM DEVELOPMENT

- Developed and Implemented Respite Care Program, including volunteer/provider training, volunteer handbook and all tracking procedures and database. Successfully coordinated in-home services for HIV+ individuals, regularly exceeding goals for number of clients served.
- Restructured HOPWA (Housing Opportunities for Persons With AIDS) Program (\$547,000 budget) to comply with HUD guidelines. Expanded areas of supportive services to include more support for basic needs, increasing the number of clients served in this capacity by over 50%.
- Lead grant writer and implementer of new HOPWA program providing ongoing subsidies for 31 individuals and families living with HIV/AIDS with a three year budget of \$1.4 million.
- Secured funding for and implemented expansion of Food Pantry services to include culturally appropriate foods for all agency clients.
- Successfully applied for and was awarded NH Statewide HIV contract from NH DPHS
- Expanded services to include a satellite office in Keene, NH,
- Assumed responsibility for the HIV Insurance Benefit Management program on behalf of the State of NH Ryan White CARE Program.
- Implemented Syringe Services Alliance of the Nashua Area as a collaborative, community harm reduction program.

COMMUNITY RELATIONS

- Member of Greater Nashua Continuum of Care on Homelessness. (Vice Chair 2006-2008, Chair 2008-2013, Clerk 2013-2017, Advisory Board member 2017-present)
- Member of NH HIV Planning Group (Advisory committee member 2013-present)
- Member of Boston EMA Ryan White Part A Planning Council (2009-2014, 2016-present)
- Member of Nashua's Public Health Advisory Council Executive Committee (2018-present)

WRITING/EDITING

- Successful grant writing for Client Service programs
- Quarterly and annual progress reporting for Client Service programs.

ACHIEVEMENTS

- 2006 Recipient of AIDS Housing Corporation's Medoff AIDS Housing Award
- Recognized by Springfield College's School of Human Resources in Manchester, NH for outstanding contributions as a leader in continuum care.
- 2014 Nashua Telegraph's 25 Most Extraordinary Woman

EMPLOYMENT HISTORY

1999-present	Client Services/Office Manager (presently Vice President)	Southern NH HIV/AIDS Task Force Nashua, NH
1998-1999	Customer Service	Winco Identification, Nashua, NH
1990-1998	Studio Manager/District Trainer	Lifetouch Portrait Studios, Nashua, NH
1987-1990	Store Manager	Popeye's Fried Chicken, Nashua, NH

PROFESSIONAL DEVELOPMENT IN AREAS SUCH AS:

- Management Skills
- Customer Service
- Psychiatric Emergencies
- End of Life Issues
- Compassion Fatigue
- Grant Writing
- HIV/AIDS Care, including HIV Counseling and Testing
- Cultural Competency
- Anger Management and Difficult Behaviors
- Harm Reduction

Ana Pancine, MBA
Nashua, NH

Professional Experience

Harbor Homes Inc. Nashua, NH
Acting Chief Financial Officer
Chief Revenue Officer

November 2007 – Present
March, 2020 – Present
August 2018 – March, 2020

- Supervise and manage the Business/Finance Office team composed of 15 staff members, performing duties such as 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.

Ana Pancine, MBA
Nashua, NH

- 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.

**Hewlett-Packard
Business Analyst**

Various locations

August 2001 – November 2007
February 2004 – November 2007

- Accountable for all metric reports for the PER Event team contracts on a monthly basis.
- Responsible for revenue recognition for two US districts, Latin America and Canada.
- Accountable to update, present and distribute all reports related to the department, which included financial reports, risk reports, contract metric reports.
- Responsible for all billing for Latin America and prepared currency translation reporting.
- Managed ten cost centers with annual expenses of \$9m and revenue of \$18m.

Ana Pancine, MBA
Nashua, NH

- Variance reporting monthly for +/-1 % of forecasted to report to senior management.
- Maintained global reporting of 200 employees with emphasis on geographic alignment, individual line counts, and organizational charts for account utilization and resource mapping
- Main contact for all customers and service providers located in the Latin America territory.
- Provided Financial Support for account closing.

Quality Controller/ System Support Admin June 2003 – February 2004

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

Per Event Administrator August 2001 – June 2003

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

Education

Southern NH University 2015 – 2017
MBA, graduated with Honors
Major: Finance

Hesser College 2001 – 2005
BS, Magna Com Laude (GPA: 3.9/4.0)
Majors: Finance
Minor: Accounting

Other Skills

Trained Medical Interpreter: Portuguese & Spanish 2010
Trained Translator: Portuguese
Skilled USCIS Interpreter
Computer: Windows, Microsoft Office, SIFT – Financial Database, Fundware/F9
Finance related: PEARS/CHAMP/WFM, NCAS/SAP, ABILA – MIP
Language: Fluent Portuguese, Proficient Spanish

Henry J. Och

Professional Experience

Chief Operations Officer

2020-Present

The Partnership for Successful Living

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

2013-2020

Lowell Community Health Center

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

2005-2020

Lowell Community Health Center

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

2010-2015

University of Massachusetts

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

Lowell Community Health Center

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

Joan Automotive Industries / Joan Fabrics

Lowell, MA

Applications Developer

1996-1997

HB Fuller Corporation

Wilmington, MA

Education

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

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

Southern NH HI/AIDS Task Force

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	CEO	\$12,488	0%	\$0
Wendy LeBlanc	Vice President	\$83,928	5%	\$4,196
Ana Pancine	Acting CFO	\$145,000	0%	\$0
Henry Och	COO	\$207,500	0%	\$0



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

A JBB

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

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

September 10, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with Southern New Hampshire HIV/AIDS Task Force, (Vendor # 156984 B001), 77 Northeastern Boulevard, Nashua, NH, 03062 to continue providing Medical Case Management, Support Services and Insurance Benefit Management Services to New Hampshire residents living with HIV/AIDS by increasing the price limitation by \$478,250 from \$2,046,747 to \$2,524,997 and by extending the completion date from October 31, 2019 to June 30, 2020, effective upon Governor and Executive Council approval. 100% Other Funds, Pharmaceutical Rebates

This agreement was originally approved by the Governor and Executive Council on June 15, 2016 (Item #11A), and subsequently amended on June 19, 2019 (Item #75).

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	90072003	\$599,999	\$0	\$599,999
2018	102-500731	Contracts for Prog Svc	90072003	\$599,999	\$0	\$599,999
2019	102-500731	Contracts for Prog Svc		\$599,999	\$0	\$599,999
2020	102-500731	Contracts for Prog Svc		\$246,750	\$478,250	\$725,000
			Total	\$2,046,747	\$478,250	\$2,524,997

EXPLANATION

This request is sole source because the Contractor is the only vendor in New Hampshire who provides medical case management through a network of agencies that serve individuals who have Human Immunodeficiency Virus (HIV) and who are enrolled in the NH Ryan White CARE program.

The purpose of this request is to continue providing medical case management, support services, and insurance benefit management services to individuals with HIV in New Hampshire.

Approximately 615 individuals will be served from November 1, 2019 through June 30, 2020.

The original agreement, included language in Exhibit C-1 that allows the Department to renew the contract for up to three (3) years, subject to the continued availability of funding, satisfactory performance of services, parties' written authorization and approval from the Governor and Executive Council. The Department has utilized four (4) months of the available three (3) years. The Department is in agreement with renewing services for eight (8) months at this time, leaving two (2) years of renewal option remaining.

The Contractor will ensure NH residents living with HIV have access to Case Management and Support Services, which includes enrollment in the NH Ryan White CARE Program. Additionally, the Contractor will continue providing insurance benefits management services.

The Southern New Hampshire HIV/AIDS Task Force has met or exceeded its performance measures, and health outcome measures, such as HIV Viral Suppression, have improved.

This amendment will benefit the Department and residents of the State of New Hampshire by limiting the spread of new infection and improving health outcomes for individuals living with HIV.

The Southern New Hampshire HIV/AIDS Task Force's effectiveness in delivering services will continue to be measured through monitoring of the following performance measures:

- 100% of chart reviews result in zero (0) citations for assessment and service planning standards.
- 100% of citations for assessment and service planning will have a corrective action plan developed and approved by the NH CARE Program within thirty (30) days of receipt of site visit report.
- 100% of medical case management agencies will have an approved quality management plan.
- 90% of initial (binding) premium payments will be made within five (5) business days or receipt of payment invoice.
- 90% of ongoing monthly premium checks shall be made by the twenty-fifth (25th) day of the month prior to the due date.
- 90% of medical copays and deductibles will have a check issued within fifteen (15) business days of receipt of documentation for payment.

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

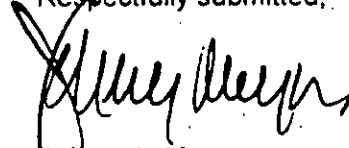
Should the Governor and Executive Council not authorize this request, NH Ryan White CARE Program participants will lack support to enroll and remain active in the NH Ryan White CARE Program, which provides access to pharmaceutical coverage, health insurance premium assistance, primary medical care services, dental services, and mental health and substance use disorder services. Non-involvement will subsequently cause a significant proportion of clients to disengage from medical care and life sustaining antiretroviral therapy.

Area served: Statewide

Source of Funds: 100 % Pharmaceutical Rebates.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Medical Case Management, Support Services,
and Insurance Benefit Management for Clients with Human Immunodeficiency Virus**

This 2nd Amendment to the Medical Case Management, Support Services, and Insurance Benefit Management for Clients with Human Immunodeficiency Virus 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 Southern New Hampshire HIV/AIDS Task Force, (hereinafter referred to as "the Contractor"), a 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 June 15, 2016, (Item #11A), and as amended on June 19, 2019, (Item #75) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,524,997.
3. Exhibit A-1, Amendment #1, to add Section 9, Maintenance of Fiscal Integrity to read:

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 (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every

PK
9/16/19

**New Hampshire Department of Health and Human Services
Medical Case Management, Support Services, and Insurance
Benefit Management for Clients with Human Immunodeficiency Virus**



program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

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.
- 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.

PIC
9/12/19

**New Hampshire Department of Health and Human Services
Medical Case Management, Support Services, and Insurance
Benefit Management for Clients with Human Immunodeficiency Virus**



- 9.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .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.
- 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 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 that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 9.3.2. Require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 9.2.1 and/or 9.2.2 have not been met
- 9.3.3. Terminate the contract.
- 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.

PK
9/16/19

**New Hampshire Department of Health and Human Services
Medical Case Management, Support Services, and Insurance
Benefit Management for Clients with Human Immunodeficiency Virus**



4. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 4, to read:
 4. Payment for contracted services in Exhibit A will be made on a cost reimbursement only, for allowable expenses based on budgets identified in Exhibits B-1 through Exhibit B-4 (SFY 2020). Amendment #2 Budget form. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
5. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 6, to read:
 - 6 Notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibits B-1 through Exhibit B-4 (SFY 2020) Amendment #2 Budget Form to adjust line item amounts within the budgets within the price limitation, can be made by written agreement of both parties.
 6. Delete Exhibit B-4 (SFY 2020) Budget Form in its entirety and replace with Exhibit B-4 (SFY 2020), Amendment #2, Budget Form.

PK
9/16/19

New Hampshire Department of Health and Human Services
Medical Case Management, Support Services, and Insurance
Benefit Management for Clients with Human Immunodeficiency Virus



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

State of New Hampshire
Department of Health and Human Services

9/16/19
Date

[Signature]
Name: Lisa Morris
Title: Director

Southern New Hampshire HIV/AIDS Task Force

9/16/19
Date

[Signature]
Name:
Title:

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on September 16, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

[Signature]
Name and Title of Notary or Justice of the Peace

My Commission Expires: 6/5/24



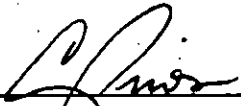
New Hampshire Department of Health and Human Services
Medical Case Management, Support Services, and Insurance
Benefit Management for Clients with Human Immunodeficiency Virus



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

OFFICE OF THE ATTORNEY GENERAL

9/16/19
Date


Name: CATHERINE PINOS
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-4, Amendment #2

New Hampshire Department of Health and Human Services

Southern New Hampshire HIV/AIDS

Bidder/Contractor Name: Task Force

Medical Case Management, Support Services, and Insurance Benefit Management for Clients with Human Immunodeficiency Virus

Budget Request for: Immunodeficiency Virus
(Name of Program)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 106,065	\$ 10,607	\$ 116,672	Method A-Total program cost/Total cost for all programs-Ceiling rate set at 10% per RFP
2. Employee Benefits	\$ 26,767	\$ 2,677	\$ 29,444	
3. Consultants	\$ 13,195	\$ 1,319	\$ 14,514	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 10,271	\$ 1,027	\$ 11,298	
Purchase/Depreciation	\$ 1,999	\$ 200	\$ 2,199	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 5,498	\$ 550	\$ 6,048	
6. Travel	\$ 5,998	\$ 600	\$ 6,597	
7. Occupancy	\$ 26,989	\$ 2,699	\$ 29,688	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 4,998	\$ 500	\$ 5,498	
Postage	\$ 2,999	\$ 300	\$ 3,299	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 3,599	\$ 360	\$ 3,958	
Insurance	\$ 2,999	\$ 300	\$ 3,299	
Board Expenses	\$ 100	\$ 10	\$ 110	
9. Software	\$ -	\$ -	\$ -	
10. Marketing and Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,999	\$ 200	\$ 2,199	
12. Subcontracts	\$ 424,192	\$ 42,454	\$ 466,646	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Food and Nutrition	\$ 14,994	\$ 1,499	\$ 16,493	
Medical Transportation	\$ 3,998	\$ 400	\$ 4,398	
Linguistic Services	\$ 400	\$ 40	\$ 440	
Housing	\$ 1,999	\$ 200	\$ 2,199	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
TOTAL	\$ 659,059	\$ 65,941	\$ 725,000	



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

75 mac

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

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

June 4, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing **sole source** agreement with Southern New Hampshire HIV/AIDS Task Force, (Vendor # 156984 B001), 77 Northeastern Boulevard, Nashua, NH, 03062 to continue providing Medical Case Management, Support Services and Insurance Benefit Management Services to New Hampshire residents living with HIV/AIDS by increasing the price limitation by \$246,750 from \$1,799,997 to \$2,046,747 and by extending the completion date from June 30, 2019 to October 31, 2019, effective upon Governor and Executive Council approval. 100% Other Funds, Pharmaceutical Rebates.

This agreement was originally approved by the Governor and Executive Council on June 15, 2016 (Item #11A).

Funds are available in the following account for State Fiscal Year 2020 with authority to adjust amounts within the price limitation through the Budget Office, if needed and justified.

05-95-90-902510-22290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES.

SFY	Class Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Prog Svc	90024602	\$1,799,997	246,750	2,046,747
			Total	\$1,799,997	\$246,750	\$2,046,747

EXPLANATION

This request is **sole source** because the Contractor is the only vendor in New Hampshire who provides medical case management through a network of agencies that serve individuals who have Human Immunodeficiency Virus (HIV) and who are enrolled in the NH Ryan White CARE program.

The purpose of this request is to continue providing medical case management, support services, and insurance benefit management services to individuals with HIV in New Hampshire.

Approximately 350 individuals will be served from July 1, 2019 through October 31, 2019.

The original agreement, included language in Exhibit C-1 that allows the Department to renew the contract for up to three (3) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for 4 months of the 3 years at this time.

The contract ensures that NH residents living with HIV have access to Case Management and Support Services, which includes enrollment in the NH Ryan White CARE Program. The contract also includes provision of insurance benefits management services.

The Southern New Hampshire HIV/AIDS Task Force has met or exceeded its performance measures, and health outcome measures, such as HIV Viral Suppression, have improved.

Amending this contract is essential in order to continue access to services for 350 existing clients and provide services to new clients. HIV Case Managers will also begin to engage in clinical quality improvement projects in an effort to further improve long term health outcomes of clients.

This amendment will benefit the Department and residents of the State of New Hampshire by limiting the spread of new infection and improving health outcomes for individuals living with HIV.

Currently 630 clients are served under this contract.

The Southern New Hampshire HIV/AIDS Task Force's effectiveness in delivering services will continue to be measured through monitoring of the following performance measures the effectiveness of the amendment agreement:

- 100% of chart reviews result in zero (0) citations for assessment and service planning standards.
- 100% of citations for assessment and service planning will have a corrective action plan developed and approved by the NH CARE Program within thirty (30) days of receipt of site visit report.
- 100% of medical case management agencies will have developed a quality statement for integration into a quality management plan.

- 90% of initial (binding) premium payments will be made within five (5) business days or receipt of payment invoice.
- 90% of ongoing monthly premium checks shall be made by the twenty-fifth (25th) day of the month prior to the due date.
- 90% of medical copays and deductibles will have a check issued within fifteen (15) business days of receipt of documentation for payment.

Should the Governor and Executive Council not authorize this request, NH Ryan White CARE Program participants will lack support to enroll and remain active in the NH Ryan White CARE Program, which provides access to pharmaceutical coverage, health insurance premium assistance, primary medical care services, dental services, and mental health and substance use disorder services. Non-involvement will subsequently cause a significant proportion of clients to disengage from medical care and life sustaining antiretroviral therapy.

Area served: Statewide

Source of Funds: 100 % Pharmaceutical Rebates.

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

Respectfully submitted,


Jeffrey A. Meyers
Commissioner

**New Hampshire Department of Health and Human Services
Medical Case Management, Support Services, and Insurance Benefit Management for
Clients with Human Immunodeficiency Virus**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Medical Case Management, Support Services,
and Insurance Benefit Management for Clients with Human Immunodeficiency Virus**

This 1st Amendment to the Medical Case Management, Support Services, and Insurance Benefit Management for Clients with Human Immunodeficiency Virus contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire HIV/AIDS Task Force, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 77 Northeast Boulevard, Nashua, NH, 03062.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 15, 2016, (Item #11A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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 1.4, Contractor Address, to read:
77 Northeast Boulevard,
Nashua, NH 03062
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
October 31, 2019
3. Form P-37, General Provisions, Block 1.8; Price Limitation, to read:
\$2,046,747.
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D White, Director.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
6. Delete Exhibit A Scope of Services in its entirety and replace with Exhibit A, Amendment #1 Scope of Services.
7. Add Exhibit B-4 (SFY 2020) Budget Form.
8. Add Exhibit K DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services
Medical Case Management, Support Services, and Insurance Benefit Management for
Clients with Human Immunodeficiency Virus

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

5/31/19
 Date

[Signature]
 Name: Lisa Morris
 Title: Director

Southern New Hampshire HIV/AIDS Task Force

5/28/19
 Date

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

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 5/22/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
 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
Medical Case Management, Support Services, and Insurance Benefit Management for
Clients with Human Immunodeficiency Virus

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

OFFICE OF THE ATTORNEY GENERAL

6/27/19
 Date

[Signature]
 Name: Nancy J. Spivey
 Title: Sr. Asst. Atty 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:



SCOPE OF SERVICES

1. Provisions Applicable to All Services

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

2. Definitions

- 2.1. AIDS - Acquired Immune Deficiency Syndrome. More Information may be found at: <http://www.dhhs.nh.gov/dphs/bchs/std/hivprevention.htm>.
- 2.2. CAREWare - software for managing and monitoring HIV clinical and supportive care.
- 2.3. HIV - Human Immunodeficiency Virus. More information may be found at: <http://www.dhhs.nh.gov/dphs/bchs/std/hivprevention.htm>.
- 2.4. Licensed Clinician: A Licensed Clinician is defined as a registered nurse, nurse practitioner, Physician, licensed clinical social worker, licensed mental health counselor, licensed psychologist, or other licensed medical professional.
- 2.5. Medical Case Management (MCM): The Health Resources and Services Administration (HRSA), the federal agency that administers Ryan White Part B (RWPB), defines MCM as a "range of client-centered services that link clients with health care, psychosocial, and other services."
- 2.6. Quarter or quarterly are the periods of January through March, April through June, July through September and October through December.
- 2.7. State Fiscal Year is the period of July through June.

3. Project Description

- 3.1. The Contractor agrees to provide Medical Case Management as a core medical service that increases access to and retention in medical care for individuals with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) in accordance to the United States Department of Health and Humans Services, Health Resources and Service Administration (HRSA), The Ryan White Treatment Extension Act of 2009.



Exhibit A-1, Amendment #1

4. Scope of Work

- 4.1. The Contractor shall provide the following services/responsibilities:
- 4.1.1. Enroll individuals in to the NH Ryan White CARE Program (from herein refer to as NH CARE Program) as follows:
 - 4.1.1.1. Receive completed NH Care Services Program applications from clients that include the following but not limited to:
 - a. Documented medical diagnosis of Human Immunodeficiency Virus (HIV);
 - b. Documented New Hampshire state address and residency within the state;
 - c. Document monthly income equal to or less than 500% of the Federal Poverty Level (FPL) according to the United States Department of Health and Human Services;
 - d. Document the date that a NH Medicaid application was completed annually by the client (for clients at or below 200% FPL), as applicable;
 - e. Completed Patient Medical Information (PMI) form issued by the NH CARE Program;
 - f. Documented type of insurance the client may have;
 - g. Documentation of screening clients for eligibility of Medicaid, Medicare, third-party insurance, federal Health Insurance Marketplace, and/or other insurance programs as well as Social Security Disability, and Veterans Affairs benefit programs, and other funding sources as appropriate; and
 - h. Documentation of assisting clients with completing and submitting an application for those benefits listed in Section g above or other benefits.
 - 4.1.1.2. Assist clients with completing the NH CARE Service Program application in Section 4.1.1.1 as needed.
 - 4.1.1.3. Submit the completed NH CARE Service Program applications in Section 4.1.1.1 to the Department who will determine eligibility for services.
 - 4.1.1.4. Receive from the Department, via CAREWare, approval of the client's application and eligibility for HIV Case Management Services under this contract.
 - 4.2. The Contractor agrees not to enroll clients who are incarcerated in one of the State of New Hampshire's operated correctional institutions.



Exhibit A-1, Amendment #1

- 4.3. The Contractor agrees not to provide services under this Contract for clients who become incarcerated in one of the State of New Hampshire's operated correctional institutions after their application and eligibility is approved by the Department.
- 4.4. The Contractor shall notify the Department when the action in Section 4.3 occurs.
- 4.5. The Contractor shall ensure clients approved for MCM services remain active in the NH CARE Program, as follows:
 - 4.5.1. Submit renewal applications no more than thirty (30) days prior to a clients' enrollment end date to the Department's NH CARE Program office to ensure the client is re-enrolled in the MCM program every six months;
 - 4.5.2. Submit the required information in Section 4.1.1.1. to the Department to re-enroll a client into the program as required in Section 4.5.1.;
 - 4.5.3. Agrees, that if clients experience an interruption in MCM enrollment, the Department will not pay for services provided under this contract during the Period of interruption, until the client is re-enrolled into the MCM program; and
 - 4.5.4. Assist clients with completing and submitting an application to Medicaid, Medicare, federal Health Insurance Marketplace, and/or other insurance programs as well as Social Security Disability, and Veterans Affairs benefit programs.
- 4.6. The Contractor will provide NH CARE Program clients with a comprehensive range of MCM services that adhere to the Standards of Care, which include, at a minimum:
 - 4.6.1. Assess the client using the NH assessment form from the Department or a reasonable facsimile;
 - 4.6.2. Complete an initial assessment of the client's needs and personal support systems, that include at a minimum:
 - 4.6.2.1. Medical provider information;
 - 4.6.2.2. HIV history and HIV medication status;
 - 4.6.2.3. Insurance status;
 - 4.6.2.4. Employment and financial status;
 - 4.6.2.5. Housing status;
 - 4.6.2.6. Nutritional status;
 - 4.6.2.7. Transportation status;
 - 4.6.2.8. Mental health status;
 - 4.6.2.9. Substance use history;
 - 4.6.2.10. Personal support systems and relationships;



Exhibit A-1, Amendment #1

- 4.6.2.11. The Individuals understanding of current HIV status and need for medical care;
- 4.6.2.12. Individual's knowledge of safer sex and safer needle use;
- 4.6.2.13. Barriers and challenges to coordination of care; and
- 4.6.2.14. Overall level of acuity;
- 4.6.3. Maintain the completed assessment in Section 4.5.2 in the clients file;
- 4.6.4. Develop individual client centered service plan using the NH individual service plan form provided by the Department or a reasonable facsimile;
- 4.6.5. Develop an individual client centered service plan based on the needs identified in the assessment, that at a minimum includes:
 - 4.6.5.1. Goals identified by the client that at a minimum include:
 - a. The need and provision of HIV support services such as those in Section 4.8.;
 - b. Client monitoring to assess the efficacy of the plan such as, but not limited to the provision of support necessary to assure the individual's adherence to medical treatment plans including medical visits as evidenced by documented communication with medical providers; and
 - c. Assurance that the service plan reflects clinical consultation with a licensed clinician at least twice a year.
 - 4.6.5.2. Action steps to achieve the goals; and
 - 4.6.5.3. A specific date by which the client hopes to achieve the goals;
- 4.6.6. Maintain the completed client centered service plan in Section 4.5.5 in the clients file;
- 4.6.7. Complete periodic re-evaluation and adaptation of the client's service plan as necessary over the client's enrollment period such as but not limited to:
 - 4.6.7.1. Conduct a re-assessment of the participant's service plan every six months to make revisions to reflect the individual's needs, documented and filed in the client chart; and
 - 4.6.7.2. Provide consultation to case managers from a licensed clinician at least twice a year and as needed.
- 4.7. The Contractor shall have a transition and discharge plan for clients leaving the NH CARE program that at a minimum includes the requirements in the Standards of Care for New Hampshire HIV/AIDS Services in section 1.3.



Exhibit A-1, Amendment #1

4.8. The Contractor shall provide HIV Support Services as follows:

- 4.8.1. Provide or Coordinate the provision of the Support Services such as Food and Nutrition, Medical transportation, and Housing services as in Section 4.8.3, when the need for support services is documented in the client's service plan;
- 4.8.2. Document that all other client funding sources such as but not limited to those listed in Section 4.1.1.1 g, have been exhausted or that support services are not an available benefit, prior to billing the Department under this contract for the Support Services in Section 4.8.3.
- 4.8.3. Provide support services in accordance to the Standards of Care for HIV/AIDS Services, referenced in section 1.3 and as follows:

4.8.3.1. Food and Nutrition

- a. The Contractor shall provide, supplemental food and medical nutrition therapy services to reduce hunger and maintain overall positive health status. The Contractor may provide such as but not limited to: supermarket debit cards, or food vouchers; and includes registered dietician services, and/or nutritional supplements as well as personal hygiene products; and
- b. The Contractor agrees that Food vouchers may only be used for the purchase of food and personal hygiene products and may not be used for the purchase of alcohol or cigarettes. The Contractor agrees that emergency food should be purchased by the contractor or agrees to refer clients' community food banks.

4.8.3.2. Medical Transportation

- a. The Contractor shall arrange for transportation for clients to ensure access to medical care and other HIV related health services and appointments. The Contractor may offer transportation in the forms of taxi vouchers, using their own van, volunteer rides, and/or bus tokens.

4.8.3.3. Housing

- a. The Contractor shall prevent homelessness by assisting a client in finding short-term housing assistance to support emergency, temporary or transitional housing. The Contractor may also assist the client in providing financial assistance such as for utility assistance or paying for the client's rent to remain in the client's home.



Exhibit A-1, Amendment #1

4.9. Insurance Benefit Management (Bill Paying Services)

4.9.1. The contractor will provide the following insurance benefit management (IBM) services that will process payments on behalf of the clients for insurance premiums, medical care co-pays and deductibles as follows:

4.9.3.1. Continue implementation of IBM services, in accordance with the standards of care.

4.9.3.2. Agrees to continue implementation of the following services and processes:

- a. Develop and maintain relationships with health insurance carriers to facilitate continuity of coverage on behalf of NH CARE Program clients;
- b. Collect invoices and other documentation from clients, insurance companies, and healthcare providers for all payments made on behalf of NH CARE Program clients;
- c. Submit invoices at least monthly for Department approval for insurance premiums, co-pays, and deductibles;
- d. Receive notification of the Department's approval of items listed in Section 4.1.6.13.;
- e. Develop and facilitate a process for making payments to health insurance carriers and healthcare providers;
- f. Process insurance premium payments on behalf of eligible NH CARE Program clients, including but not limited to: private insurance, Medicare Supplementary, Medicare Part D plans, and COBRA plans;
- g. Collect and adjudicate insurance copayments and deductible claims for outpatient visits, lab tests, and procedures; and
- h. Process payments for copays and deductibles on behalf of eligible NH CARE Program clients to medical providers (excluding Emergency room, inpatient and urgent care visits), as outlined in the Department's Standards of Care for New Hampshire HIV/AIDS Services, Section 1.3.

4.10. Contractor agrees to provide, maintain and train staff to continue implementation and, maintain operation of the IBM.

5. Deliverable

5.1. The Contractor agrees to provide MCM, Support Services, and Insurance Benefit Management services for up to 700 NH CARE Program clients statewide per State Fiscal Year.



Exhibit A-1, Amendment #1

6. Staffing

- 6.1. The Contractor will ensure that all MCM services are delivered by a qualified case manager who meets at least one of the following criteria:
 - 6.1.1. A licensed clinician;
 - 6.1.2. A person under the direct supervision of a licensed clinician; and
 - 6.1.3. A person who works with a licensed clinician who is part of the clinical care team.
- 6.2. The Contractor will ensure that all qualified case managers hold at minimum a bachelor's degree, or having extensive experience in a human services related field such as social work, psychology, nursing, counseling, or health education, as well as experience in the field of HIV.

7. Compliance and Reporting Requirements

- 7.1. The contractor shall:
 - 7.1.1. Comply with the rules, regulations and policies as outlined by HRSA, NH DHHS, Division of Public Health Services (DPHS), and Bureau of Infectious Disease Control (BIDC) including but not limited to the NH Standards of Care for MCM and the BIDC Security and Confidentiality Policy.
 - 7.1.2. Demonstrate that all other funding sources are fully exhausted before Ryan White funds are utilized. Funded contractors are responsible for screening clients for eligibility of Medicaid, Medicare, third-party insurance, and other funding sources as appropriate.
 - 7.1.3. Participate in no less than one unannounced or announced site visit per year by the Department that will include at a minimum:
 - 7.1.3.1. Review of financial records;
 - 7.1.3.2. Review of programmatic documentation;
 - 7.1.3.3. Review of Key personnel involved in implementation of the Scope of Services at any and all locations where funded activities occur;
 - 7.1.3.4. The release of all records for inspection by the Department, upon request, including but not limited to:
 - a. Data;
 - b. Financial records;
 - c. Scheduled access to Contractor work sites/locations/work spaces and associated facilities;



Exhibit A-1, Amendment #1

- d. Unannounced access to Contractor work sites/locations/work spaces and associated facilities;
 - e. Scheduled phone access to Contractor principals and staff; and
 - f. Timely unscheduled phone response by Contractor principals and staff.
- 7.1.4. Comply with all applicable responsibilities outlined in the HRSA, HIV/AIDS Bureau (HAB) National Monitoring Standards, as instructed by Department.
- 7.1.5. Utilize the Department's the CAREWare software application, for the documentation of eligibility, initial and re-assessments, individual service plans and provision of support services.
- 7.1.6. Work with the Department as necessary to obtain and access the software to interface and to connect with the CAREWare software.
- 7.1.7. Ensure the proper security when using the CAREWare software and accessing electronic records, as defined by the Department's DPHS, BIDC's Security and Confidentiality Policy.
- 7.2. The Contractor shall comply with the following Reporting Requirements (Reports/Records/Documentation):
- 7.2.1. Maintain a client signed Consent for Release of Information Form by using the Department's form or a reasonable facsimile, on file to permit the Department to review records at site visits and share information with service providers, pharmacies, the NH CARE Program and other payers.
 - 7.2.2. Maintain an electronic client file in CAREWare (paper chart may exist in addition to CAREWare) for every enrolled NH CARE Program client.
 - 7.2.3. Ensure that both the electronic and paper client files include at a minimum:
 - 7.2.3.1. The initial Assessment Form and the semi-annual Reassessment Form;
 - 7.2.3.2. The individual service plan;
 - 7.2.3.3. Confidentiality policy;
 - 7.2.3.4. Grievance policy;
 - 7.2.3.5. Release of information form;
 - 7.2.3.6. Date, type and duration of each encounter;
 - 7.2.3.7. HIV status documentation;
 - 7.2.3.8. Income verification;



Exhibit A-1, Amendment #1

- 7.2.3.9. Insurance verification;
- 7.2.3.10. Referrals made and referral outcomes; and
- 7.2.3.11. For incarcerated individuals, documentation of discharge planning.
- 7.2.4. Submit a quarterly narrative report that reflects funded program services, 30 days after the close of each quarter. The report shall address:
 - 7.2.4.1. The unduplicated number of clients including demographic characteristics (race, ethnicity, gender), transmission category, and state of HIV-related illness;
 - 7.2.4.2. Progress made and efforts undertaken to meet goals and objectives in the Agreement;
 - 7.2.4.3. Progress made toward performance measures;
 - 7.2.4.4. Any problems, challenges or obstacles; and
 - 7.2.4.5. Any actions taken or plans to resolve such problems, obstacles or challenges in meeting the projected or targeted goal or the contract.
- 7.2.5. Submit a year-end report 45 days after the end of the contract year in a format similar to the quarterly reports.

8. Performance Measures

- 8.1. The Contractor agrees to the following performance measures
 - 8.1.1. Performance Measure #1
 - 8.1.1.1. Goal: To ensure adherence to Standards of Care for NH HIV/AIDS Services
 - 8.1.2. Target: 100% of chart reviews result in zero (0) citations for assessment and service planning standards.
 - 8.1.3. Numerator: Number of charts reviewed at site visits that produced zero citations for assessment and service planning.
 - 8.1.3.1. Denominator: Number of charts reviewed at site visits.
 - 8.1.4. Data Source: Site Visit Reports.
 - 8.1.5. Performance Measure #2
 - 8.1.5.1. Goal: To ensure citations for assessment and service planning are addressed in a timely manner.



Exhibit A-1, Amendment #1

- 8.1.5.2. **Target:** 100% of citations for assessment and service planning will have a corrective action plan developed and approved by the NH CARE Program within thirty (30) days of receipt of site visit report.
- 8.1.5.3. **Numerator:** Number of citations for assessment and service planning with a corrective action plan that were received and approved within thirty (30) days of receipt of site visit report.
- 8.1.5.4. **Denominator:** Number of citations for assessment and service planning.
- 8.1.5.5. **Data Source:** Site Visit Report and Corrective Action Plan.
- 8.1.6. **Performance Measure #3**
 - 8.1.6.1. **Goal:** To integrate clinical quality management into NH HIV/AIDS Services.
 - 8.1.6.2. **Target:** 100% of medical case management agencies will have developed a quality statement for integration into a quality management plan.
 - 8.1.6.3. **Numerator:** Number of quality statements.
 - 8.1.6.4. **Denominator:** Number of medical case management agencies.
 - 8.1.6.5. **Data Source:** Quality management plan submission and approval dates.
- 8.1.7. **Insurance Benefit Management Timeliness Standards -Performance Measure #1**
 - 8.1.7.1. **Goal:** To ensure the timeliness of the initial (binding) premium payments.
 - 8.1.7.2. **Target:** 90% of initial (binding) premium payments will be made within five (5) business days or receipt of payment invoice.
 - 8.1.7.3. **Numerator:** Number of initial (binding) premium payments made within five (5) business days of receipt of payment invoice.
 - 8.1.7.4. **Denominator:** Total number of initial (binding) premium payment invoices received.
 - 8.1.7.5. **Data Source:** Contractor shall track this data independently and report in the aggregate in the quarterly report due under Section 7.2.4 of this Agreement.
- 8.1.8. **Insurance Benefit Management Timeliness Standards – Performance Measure #2**



Exhibit A-1, Amendment #1

- 8.1.8.1. **Goal:** To ensure timelines of ongoing monthly premium checks.
- 8.1.8.2. **Target:** 90% of ongoing monthly premium checks shall be made by the twenty-fifth (25th) day of the month prior to the due date.
- 8.1.8.3. **Numerator:** Number of ongoing premium payments made by the twenty-fifth (25th) day of receipt of month prior to the due date.
- 8.1.8.4. **Denominator:** Total number of ongoing premium payment invoices received before the twenty-fifth (25th) day of the month prior to the due date.
- 8.1.8.5. **Data Source:** Contractor shall track this data independently and report in the aggregate in the quarterly report due under Section 7.2.4 of this Agreement.
- 8.1.9. **Insurance Benefit Management Timeliness Standards – Performance Measure #3**
 - 8.1.9.1. **Goal:** To ensure timeliness of medical copay and deductible payments.
 - 8.1.9.2. **Target:** 90% of medical copays and deductibles will have a check issued within 15 business days of receipt of documentation for payment.
 - 8.1.9.3. **Numerator:** Number of medical copays and deductibles with a check issued within 15 business days of receipt of documentation for payment.
 - 8.1.9.4. **Denominator:** Total number of medical copays and deductibles received.
 - 8.1.9.5. **Data Source:** Contractor shall track this data independently and report in the aggregate in the quarterly report due under Section 7.2.4 of this Agreement.

**Exhibit B-4 (SFY 2020)
Budget Form**

New Hampshire Department of Health and Human Services				
Southern New Hampshire HIV/AIDS				
Bidder/Contractor Name: <u>Task Force</u>				
Medical Case Management, Support Services, and Insurance Benefit Management for Clients with Human				
Budget Request for: <u>Immunodeficiency Virus</u> (Name of Program)				
Budget Period: <u>July 1, 2019 through October 31, 2020</u>				
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 36,077	\$ 3,608	\$ 39,684	Method A-Total program cost/Total cost for all programs-Ceiling rate set at 10% per RFP
2. Employee Benefits	\$ 9,105	\$ 910	\$ 10,015	
3. Consultants	\$ 4,488	\$ 449	\$ 4,937	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance	\$ 3,494	\$ 349	\$ 3,843	
Purchase/Depreciation	\$ 680	\$ 68	\$ 748	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office	\$ 1,870	\$ 187	\$ 2,057	
6. Travel	\$ 2,040	\$ 204	\$ 2,244	
7. Occupancy	\$ 9,180	\$ 918	\$ 10,098	
8. Current Expenses			\$ -	
Telephone	\$ 1,700	\$ 170	\$ 1,870	
Postage	\$ 1,020	\$ 102	\$ 1,122	
Subscriptions			\$ -	
Audit and Legal	\$ 1,224	\$ 122	\$ 1,346	
Insurance	\$ 1,020	\$ 102	\$ 1,122	
Board Expenses	\$ 34	\$ 3	\$ 37	
9. Software			\$ -	
10. Marketing and Communications			\$ -	
11. Staff Education and Training	\$ 680	\$ 68	\$ 748	
12. Subcontracts	\$ 144,431	\$ 14,443	\$ 158,874	
13. Other (specific details mandatory):			\$ -	
Food and Nutrition	\$ 5,100	\$ 510	\$ 5,610	
Medical Transportation	\$ 1,360	\$ 136	\$ 1,496	
Linguistic Services	\$ 136	\$ 14	\$ 150	
Housing	\$ 680	\$ 68	\$ 748	
		\$ -	\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 224,318	\$ 22,432	\$ 246,750	

Indirect As A Percent of Direct

10.0%

Exhibit B-4 -
Budget (SFY
2020)
Budget Form

Contractor Initials: PA

Page 1 of 1

Date: 5/22/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

New Hampshire Department of Health and Human Services

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

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

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

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

V. LOSS REPORTING

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

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

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

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New Hampshire Department of Health and Human Services

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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5/22/19



Jeffrey A. Meyers
Commissioner

Marcella J. Bobiasky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



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May 18, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** Agreement with Southern New Hampshire HIV/AIDS Task Force, (Vendor #156984 B001), 45 High Street, Nashua, NH, 03060, to provide medical case management, support services, and medical insurance benefit program to individuals with Human Immunodeficiency Virus, in an amount not to exceed \$1,799,997, effective July 1, 2016 upon Governor and Executive Council approval through June 30, 2019. 100% Other Funds: Pharmaceutical Rebates.

Funds are available in the following account for State Fiscal Year 2017 and anticipated to be available in State Fiscal Years 2018 and 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902510-22290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget
2017	102-500731	Contracts for Prog Svc	90024602	\$599,999
2018	102-500731	Contracts for Prog Svc	90024602	\$599,999
2019	102-500731	Contracts for Prog Svc	90024602	\$599,999
			Total	\$1,799,997

EXPLANATION

This Requested Action is **sole source** because the Contractor is the only Vendor in New Hampshire who provides medical case management through a network of subcontractors to serve individuals who have Human Immunodeficiency Virus and who are enrolled in the Ryan White Program. The original competitive procurement for these services occurred in 2012 for medical case management and support services. This Vendor was the only Vendor who submitted a proposal to provide these services. Additionally, up to 650 Ryan White Program clients have established relationships with the medical case managers and disruption in access to services would create openings for individuals to fall out of medical care. The Ryan White Program is a federally-funded program administered by the United States Department of Health and Human Services, Health

Her Excellency, Margaret Wood Hassan
and Her Honorable Council

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Resources and Services Administration. The purpose of the Ryan White Program is to ensure that low income individuals living with Human Immunodeficiency Virus have access to affordable health care and medical treatments.

Approval of this Agreement will allow the Contractor to continue to provide medical case management, support services, and additionally, the provision of insurance benefit management. Medical case management services include a comprehensive assessment of client needs; the development of an individual client centered service plan; and documented communication with medical providers to assure that clients remain engaged in medical care. Support services include the provision of supplementary food/nutrition services, medical transportation, housing services and linguistic services. The provision of medical case management and support services links individuals who are uninsured, underinsured or low-income to essential health services and prevents or reduces the disruption of retention in medical care.

Additionally, approval of this Agreement will allow the Contractor to provide a new service, Insurance Benefit Management services. Insurance Benefit Management services include the payment of insurance premiums as well as co-pays and deductibles for outpatient services. Those payments are currently managed by Ryan White Program staff in the Department's Division of Public Health Services. The transition of Insurance Benefit Management activities to the Contractor will allow Insurance Benefit Management services to continue to expand to serve more clients in New Hampshire. Also this transition will allow the Division of Public Health Services staff who manages the Insurance Benefit Management services to redirect their responsibilities to contract monitoring for the Ryan White contracts for services such as dental, medical, mental health and substance abuse counseling that were approved by Governor & Council in 2014 and 2015.

The services provided by this Contractor are not duplicated elsewhere in the State and will benefit the general New Hampshire population by limiting the spread of new infection and improving health outcomes for persons living with Human Immunodeficiency Virus.

As referenced in the Exhibit C-1 of the Agreement, the Agreement includes the option to renew for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this Request, program participants will lack support to enroll and remain active in the Ryan White Program, which provides access to pharmaceutical coverage, health insurance premium assistance, primary medical care services, dental services, and mental health and substance abuse services. Non-involvement will subsequently cause a significant proportion of clients to disengage from medical care and life sustaining antiretroviral therapy.

The Department has contracted with this Vendor for the past four years and has met or exceeded the performance measures outlined in the current contract as defined below, except for the Insurance Benefit Management. The last performance measure is new to this contract. These measures, which are monitored through reporting requirements and site visits, will continue to be used to measure the effectiveness of the agreement.

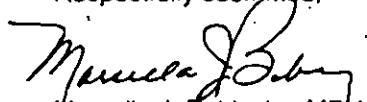
- 85% of clients, who re-enroll in the Ryan White Program over a one-year period, do so without an enrollment lapse.
- 90% of clients have a comprehensive care plan developed, documented and/or updated two or more times over the course of a year.
- 85% of clients' service plans are reviewed by a licensed clinician at least twice a year.
- Ensure timely payments of premiums, copay, and deductibles to insurance and medical providers under the insurance Benefit Management.

Her Excellency, Margaret Wood Hassan
and Her Honorable Council
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Area served: Statewide

Source of Funds: 100% Other Funds, Pharmaceutical Rebates

Respectfully submitted,


Marcella J. Bobinsky, MPH
Acting Director

Approved by:


Jeffrey A. Meyers
Commissioner

Subject: Medical Case Management, Support Services, and Insurance Benefit Management for Clients with Human Immunodeficiency Virus (SS-2017-DPHS-06-MEDIC-01)



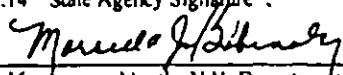
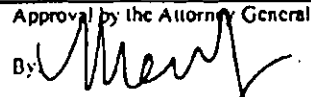
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southern New Hampshire HIV/AIDS Task Force		1.4 Contractor Address 45 High Street Nashua, NH, 03060	
1.5 Contractor Phone Number 603-595-8464	1.6 Account Number 05-95-90-902510-2229-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,799,997
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher, President, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/17/16</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] 		WENDY LeBLANC, Notary Public My Commission Expires February 28, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Wendy LeBlanc, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Marcella J. Bobinsky, Acting Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. York, Attorney On: <u>6/3/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date 5/17/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



SCOPE OF SERVICES

1. Provisions Applicable to All Services

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

2. Definitions

- 2.1. AIDS - Acquired Immune Deficiency Syndrome. More information may be found at: <http://www.dhhs.nh.gov/dphs/bchs/std/hivprevention.htm>.
- 2.2. CAREWare - software for managing and monitoring HIV clinical and supportive care.
- 2.3. HIV - Human Immunodeficiency Virus. More information may be found at: <http://www.dhhs.nh.gov/dphs/bchs/std/hivprevention.htm>.
- 2.4. Licensed Clinician: A Licensed Clinician is defined as a registered nurse, nurse practitioner, Physician, licensed clinical social worker, licensed mental health counselor, licensed psychologist, or other licensed medical professional.
- 2.5. Medical Case Management (MCM): The Health Resources and Services Administration (HRSA), the federal agency that administers Ryan White Part B (RWPB), defines MCM as a "range of client-centered services that link clients with health care, psychosocial, and other services."
- 2.6. Quarter or quarterly are the periods of January through March, April through June, July through September and October through December.
- 2.7. State Fiscal Year is the period of July through June.

3. Project Description

- 3.1. The Contractor agrees to provide Medical Case Management as a core medical service that increases access to and retention in medical care for individuals with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) in accordance to the United States Department of Health and Humans Services, Health Resources and Service Administration (HRSA), The Ryan White Treatment Extension Act of 2009.



Exhibit A

4. Scope of Work

- 4.1. The Contractor shall provide the following services/responsibilities:
- 4.1.1. Enroll individuals in to the NH Ryan White Care Program (from herein refer to as NH CARE Program) as follows:
 - 4.1.1.1. Receive completed NH Care Services Program applications from clients that include the following but not limited to:
 - a. Documented medical diagnosis of Human Immunodeficiency Virus (HIV);
 - b. Documented New Hampshire state address and residency within the state;
 - c. Document monthly income equal to or less than 400% of the Federal Poverty Level (FPL) according to the United States Department of Health and Human Services;
 - d. Document the date that a NH Medicaid application was completed annually by the client;
 - e. Completed Patient Medical Information (PMI) form issued by the NH CARE Program.
 - f. Documented type of insurance the client may have.
 - g. Documentation of screening clients for eligibility of Medicaid, Medicare, third-party insurance, federal Health Insurance Marketplace, and/or other insurance programs as well as Social Security Disability, and Veterans Affairs benefit programs, and other funding sources as appropriate
 - h. Documentation of assisting clients with completing and submitting an application for those benefits listed in Section g above or other benefits.
 - 4.1.1.2. Assist clients with completing the NH Care Service Program application in Section 4.1.1.1 as needed
 - 4.1.1.3. Submit the completed NH Care Service Program applications in Section 4.1.1.1 to the Department who will determine eligibility for services.
 - 4.1.1.4. Receive from the Department, via CAREWare, approval of the client's application and eligibility for HIV Case Management Services under this contract
 - 4.2. The Contractor agrees not to enroll clients who are incarcerated in one of the State of New Hampshire's operated correctional institutions.
 - 4.3. The Contractor agrees not to provide services under this Contract for clients who become incarcerated in one of the State of New Hampshire's operated



Exhibit A

- correctional institutions after their application and eligibility is approved by the Department
- 4.4. The Contractor shall notify the Department when the action in Section 4.3 occurs.
- 4.5. The Contractor shall ensure clients approved for MCM services remain active in the NH CARE Program, as follows:
- 4.5.1. Submit renewal applications at least one month prior to a client's enrollment end date to the Department's NH CARE Program office to ensure the client is re-enrolled in the MCM program every six months
 - 4.5.2. Submit the required information in Section 4.1.1.1. to the Department to re-enroll a client into the program as required in Section 4.5.1.
 - 4.5.3. Agrees, that if clients experience an interruption in MCM enrollment; the Department will not pay for services provided under this contract during the Period of interruption, until the client is re-enrolled into the MCM program.
 - 4.5.4. Assist clients with completing and submitting an application to Medicaid, Medicare, federal Health Insurance Marketplace, and/or other insurance programs as well as Social Security Disability, and Veterans Affairs benefit programs.
- 4.6. The Contractor will provide NH CARE Program clients with a comprehensive range of MCM services to include, at a minimum:
- 4.6.1. Assess the client using the NH assessment form from the Department or a reasonable facsimile.
 - 4.6.2. Complete an initial assessment of the client's needs and personal support systems, that include at a minimum:
 - 4.6.2.1. Medical provider information
 - 4.6.2.2. HIV history and HIV medication status
 - 4.6.2.3. Insurance status
 - 4.6.2.4. Employment and financial status
 - 4.6.2.5. Housing status
 - 4.6.2.6. Nutritional status
 - 4.6.2.7. Transportation status
 - 4.6.2.8. Mental health status
 - 4.6.2.9. Substance abuse history
 - 4.6.2.10. Personal support systems and relationships
 - 4.6.2.11. The Individual's understanding of current HIV status and need for medical care.
 - 4.6.2.12. Individual's knowledge of safer sex and safer needle use.

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Exhibit A

- 4.6.2.13. Barriers and challenges to coordination of care.
- 4.6.3. Maintain the completed assessment in Section 4.5.2 in the clients file
- 4.6.4. Develop individual client centered service plan using the NH individual service plan form provided by the Department or a reasonable facsimile.
- 4.6.5. Develop an individual client centered service plan based on the needs identified in the assessment, that at a minimum includes:
 - 4.6.5.1. Two or three goals identified by the client that at a minimum include:
 - a. The need and provision of HIV support services such as those in Section 4.7.
 - b. Client monitoring to assess the efficacy of the plan such as, but not limited to the provision of support necessary to assure the individual's adherence to medical treatment plans including medical visits as evidenced by documented communication with medical providers;
 - c. Assurance that the service plan reflects clinical consultation with a licensed clinician at least twice a year.
 - 4.6.5.2. Action steps to achieve the goals, and
 - 4.6.5.3. A specific date by which the client hopes to achieve the goals.
- 4.6.6. Maintain the completed client centered service plan in Section 4.5.5 in the clients file
- 4.6.7. Complete periodic re-evaluation and adaptation of the client's service plan as necessary over the client's enrollment period such as but not limited to:
 - 4.6.7.1. Conduct a re-assessment of the participant's service plan every six months to make revisions to reflect the individual's needs, documented and filed in the client chart.
 - 4.6.7.2. Provide consultation with a licensed clinician at least twice a year and more often as needed.
- 4.7. The Contractor shall have a transition and discharge plan for clients leaving the NH CARE program that at a minimum includes the requirements in the Standards of Care for New Hampshire HIV/AIDS Services in section 1.3.
- 4.8. The Contractor shall provide HIV Support Services as follows:



Exhibit A

- 4.8.1. Provide or Coordinate the provision of the Support Services such as Food and Nutrition, Medical transportation, and Housing services as in Section 4.8.3, when the need for support services is documented in the client's service plan.
- 4.8.2. Document that all other client funding sources such as but not limited to those listed in Section 4.1.1.1 g, have been exhausted or that support services are not an available benefit, prior to billing the Department under this contract for the Support Services in Section 4.8.3.
- 4.8.3. Provide support services in accordance to the Standards of Care for HIV/AIDS Services, referenced in section 1.3 and as follows:
 - 4.8.3.1. Food and Nutrition
 - a. The Contractor shall provide, supplemental food and medical nutrition therapy services to reduce hunger and maintain overall positive health status. The Contractor may provide such as but not limited to: supermarket debit cards, or food vouchers; and includes registered dietician services, and/or nutritional supplements as well as personal hygiene products.
 - b. The Contractor agrees that Food vouchers may only be used for the purchase of food and personal hygiene products and may not be used for the purchase of alcohol or cigarettes. The Contractor agrees to collect receipts from the clients to confirm that purchases made. The Contractor agrees that emergency food should be purchased by the contractor or agrees to refer clients' community food banks.
 - 4.8.3.2. Medical Transportation
 - a. The Contractor shall arrange for transportation for clients to ensure access to medical care and other HIV related health services and appointments. The Contractor may offer transportation in the forms of taxi vouchers, using their own van, volunteer rides, and/or bus tokens.
 - 4.8.3.3. Housing
 - a. The Contractor shall prevent homelessness by assisting a client in finding short-term housing assistance to support emergency, temporary or transitional housing. The Contractor may also assist the client in providing financial



Exhibit A

assistance such as for utility assistance or paying for the client's rent to remain in the client's home.

4.9. Insurance Benefit Management (Bill Paying Services)

4.9.1. The contractor will provide the following insurance benefit management (IBM) services that will process payments on behalf of the clients for insurance premiums, medical care co-pays and deductibles as follows:

4.9.3.1. Submit a plan for Department approval within 30 days from the contract effective date for the development, implementation, transition and operation of the Insurance Benefit Management system.

4.9.3.2. Ensure to include the Department in the developing the plan in Section 4.1.6.6

4.9.3.3. Agrees to have a completed plan in place within 90 days from the contract effective date.

4.9.3.4. Agrees to include in the plan at a minimum a thorough process to:

- a. Develop and maintain relationships with health insurance carriers to facilitate continuity of coverage on behalf of NH CARE Program clients;
- b. Collect invoices and other documentation from clients, insurance companies, and healthcare providers for all payments made on behalf of NH CARE Program clients;
- c. Submit invoices at least monthly for Department approval for insurance premiums, co-pays, and deductibles
- d. Receive notification of the Departments approval of items listed in Section 4.1.6.13.
- e. Develop and facilitate a process for making payments to health insurance carriers and healthcare providers;
- f. Process insurance premium payments on behalf of eligible NH CARE Program clients, including but not limited to: private insurance, Medicare Supplementary, Medicare Part D plans, and COBRA plans.
- g. Collect and adjudicate insurance copayments and deductible claims for outpatient visits, lab tests, and procedures.



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- h. Process payments for copays and deductibles on behalf of eligible NH CARE Program clients to medical providers (excluding Emergency room, inpatient and urgent care visits), as outlined in the Department's Standards of Care for New Hampshire HIV/AIDS Services, Section 1.3.
- i. Transition the program from the clients being served by the Department to the Contractor.
- j. Implement the IBM within 90 days from the completed plan in Section 4.1.6.8

- 4.10. The Contractor agrees to provide, maintain and train staff to implement, to transition, and to operationalize the IBM.

5. Deliverable

- 5.1. The Contractor agrees to provide MCM, Support Services, and Insurance Benefit Management services for up to 650 NH CARE Program clients statewide per State Fiscal Year.

6. Staffing

- 6.1. The Contractor will ensure that all MCM services are delivered by a qualified case manager who meets at least one of the following criteria:
- 6.1.1. A licensed clinician;
 - 6.1.2. A person under the direct supervision of a licensed clinician;
 - 6.1.3. A person who works with a licensed clinician who is part of the clinical care team.
- 6.2. The Contractor will ensure that all qualified case managers hold at minimum a bachelor's degree, or having extensive experience in a human services related field such as social work, psychology, nursing, counseling, or health education, as well as experience in the field of HIV.

7. Compliance and Reporting Requirements

- 7.1. The contractor shall:
- 7.1.1. Comply with the rules, regulations and policies as outlined by HRSA, NH DHHS, Division of Public Health Services (DPHS), and Bureau of

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Exhibit A

- Infectious Disease Control (IDC) including but not limited to the NH Standards of Care for MCM and the IDC Security and Confidentiality Policy.
- 7.1.2. Demonstrate that all other funding sources are fully exhausted before Ryan White funds are utilized. Funded contractors are responsible for screening clients for eligibility of Medicaid, Medicare, third-party insurance, and other funding sources as appropriate.
 - 7.1.3. Participate in no less than one unannounced or announced site visit per year by the Department that will include at a minimum:
 - 7.1.3.1. Review of financial records.
 - 7.1.3.2. Review of programmatic documentation.
 - 7.1.3.3. Review of Key personnel involved in implementation of the Scope of Services at any and all locations where funded activities occur.
 - 7.1.3.4. Have available all records for
 - 7.1.3.5. Provide access that includes but is not limited to:
 - a. Data
 - b. Financial records
 - c. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e. Scheduled phone access to Contractor principals and staff
 - f. Timely unscheduled phone response by Contractor principals and staff.
 - 7.1.4. Comply with all applicable responsibilities outlined in the HRSA, HIV/AIDS Bureau (HAB) National Monitoring Standards, as instructed by Department.
 - 7.1.5. Utilize the Department's the CAREWare software application, for the documentation of eligibility, initial and re-assessments, individual service plans and provision of support services.
 - 7.1.6. Work with the Department as necessary to obtain and access the software to interface and to connect with the CAREWare software.
 - 7.1.7. Ensure the proper security when using the CAREWare software and accessing electronic records, as defined by the Department's DPHS, IDC's Security and Confidentiality Policy.
- 7.2. The Contractor shall comply with the following Reporting Requirements (Reports/Records/Documentation)



Exhibit A

- 7.2.1. Maintain a client signed Consent for Release of Information Form by using the Department's form or a reasonable facsimile, on file to permit the Department to review records at site visits and share information with service providers, pharmacies, the NH CARE Program and other payers.
- 7.2.2. Maintain an electronic client file in CAREWare (paper chart may exist in addition to CAREWare) for every enrolled NH CARE Program client.
- 7.2.3. Ensure that both the electronic and paper client files include at a minimum:
 - 7.2.3.1. The initial Assessment Form and the semi-annual Reassessment Form,
 - 7.2.3.2. The individual service plan,
 - 7.2.3.3. Confidentiality policy,
 - 7.2.3.4. Grievance policy,
 - 7.2.3.5. Release of information form,
 - 7.2.3.6. Date, type and duration of each encounter,
 - 7.2.3.7. HIV status documentation,
 - 7.2.3.8. Income verification,
 - 7.2.3.9. Insurance verification,
 - 7.2.3.10. Referrals made and referral outcomes,
 - 7.2.3.11. For incarcerated individuals, documentation of discharge planning.
- 7.2.4. Submit a quarterly narrative report that reflects funded program services, 15 days after the close of each quarter. The report shall address:
 - 7.2.4.1. The unduplicated number of clients including demographic characteristics (race, ethnicity, gender), transmission category, and state of HIV-related illness;
 - 7.2.4.2. Progress made and efforts undertaken to meet goals and objectives in the Agreement;
 - 7.2.4.3. Progress made toward performance measures;
 - 7.2.4.4. Any problems, challenges or obstacles;
 - 7.2.4.5. Any actions taken or plans to resolve such problems, obstacles or challenges in meeting the projected or targeted goal or the contract.



Exhibit A

- 7.2.5. Submit a year-end report 45 days after the end of the contract year. Year-end reports will follow a format similar to the quarterly reports.

8. Performance Measures

- 8.1. The Contractor agrees to the following performance measures

8.1.1. Performance Measure #1

- 8.1.1.1. Goal: To ensure continuous access to Ryan White services for MCM clients.
- 8.1.1.2. Target: 85% of clients, who re-enroll in the NH CARE Program over a one-year period, do so without an enrollment lapse.
- 8.1.1.3. Numerator: Number of MCM clients who re-enroll in the NH CARE Program who do not
- 8.1.1.4. Denominator: Number of MCM clients who re-enroll in the NH CARE Program during the measurement year.
- 8.1.1.5. Data Source: CAREWare

8.1.2. Performance Measure #2

- 8.1.2.1. Goal: To ensure that MCM clients had an individualized service plan developed, documented and/or updated two or more times in the measurement year.
- 8.1.2.2. Target: 90% of MCM clients had a care plan developed, documented and/or updated two or more times over the course of a year.
- 8.1.2.3. Numerator: Number of MCM clients who had a MCM care plan developed, documented and/or updated two or more times in the measurement year.
- 8.1.2.4. Denominator: Number of HIV-infected MCM clients who had at least one MCM encounter in the measurement year.
- 8.1.2.5. Data Source: CAREWare

8.1.3. Performance Measure #3

- 8.1.3.1. Goal: To ensure that MCM client service plans are reviewed by a licensed clinician after each reassessment (every six months).
- 8.1.3.2. Target: 85% of MCM client service plans were reviewed by a licensed clinician at least twice a year.

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Exhibit A

- 8.1.3.3. Numerator: Number of MCM service plans updated every six months that are signed by a licensed clinician.
- 8.1.3.4. Denominator: Number of MCM service plans that are updated/reassessed every six months.
- 8.1.3.5. Data Source: CAREWare

8.1.4. Insurance Benefit Management Timeliness Standards

- 8.1.4.1. The mailing of an initial (binding) premium payment shall be made within five business days of receipt of the payment invoice.
- 8.1.4.2. Mailing of ongoing monthly premium checks shall be made by the 25th day of the month prior to their due date.
- 8.1.4.3. The time from the date of receipt of documentation for payment of medical copays or deductibles to the date of issuing a check to the provider shall not exceed 10 business days.
- 8.1.4.4. The Contractor agrees these standards are dependent upon the receipt of timely information from clients, providers and carriers.
- 8.1.4.5. The Contractor agrees to make every effort to obtain timely information from clients, providers and insurance carriers.



New Hampshire Department of Health and Human Services
Medical Case Management, Support Services and
for Insurance Benefit Management for Clients with Human Immunodeficiency Virus
Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by, Other Funds, Pharmaceutical Rebates.
3. Payment for said services shall be made as follows:
The Contractor will submit an invoice by the twentieth (20) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within sixty (60) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email: DPHScontractbilling@dhhs.state.nh.us
4. Payment for contracted services in Exhibit A will be made on a cost reimbursement only, for allowable expenses based on budgets identified in Exhibits B-1, B-2, and B-3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. Notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibits B-1, B-2, B-3 to adjust line item amounts within the budgets within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
7. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
8. Funding may not be used to replace funding for a program already funded from another source.
9. The Contractor will keep financial records of their activities related to Department programs and services.

**New Hampshire Department of Health and Human Services
Medical Case Management, Support Services and
for Insurance Benefit Management for Clients with Human Immunodeficiency Virus
Exhibit B**



10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with useful life beyond one year.
 - 11.1. The Contractor shall submit to the Department's Contract Unit prior to purchase a list of the purchased office equipment (with funding from this Contract) to provide the Services in Exhibit A. The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
 - 11.2. The Contractor shall return said office equipment in Section 5.2 to the Department's Contract Unit within 30 days from the completion date of the Contract.
12. The Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

Contractor Initials: 

Date: 5/17/16

**Exhibit B-1 (SFY 2017)
Budget**

New Hampshire Department of Health and Human Services				
Southern New Hampshire HIV/AIDS				
Bidder/Contractor Name: <u>Task Force</u>				
medical Case management, Support Services, and Insurance Benefit Management for Clients with Human				
Budget Request for: <u>Immunodeficiency Virus</u>				
(Name of Program)				
Budget Period: <u>July 1, 2016 through June 30, 2017</u>				
	Indirect	Direct	Total	
1. Total Salary/Wages	\$ 89,440	\$ 8,944	\$ 98,384	
2. Employee Benefits	\$ 23,254	\$ 2,325	\$ 25,579	
3. Consultants	\$ 13,800	\$ 1,380	\$ 15,180	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance	\$ 5,279	\$ 528	\$ 5,807	
Purchase/Depreciation	\$ 2,000	\$ 200	\$ 2,200	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office	\$ 5,473	\$ 547	\$ 6,020	
6. Travel	\$ 3,000	\$ 300	\$ 3,300	
7. Occupancy	\$ 27,000	\$ 2,700	\$ 29,700	
8. Current Expenses			\$ -	
Telephone	\$ 5,000	\$ 500	\$ 5,500	
Postage	\$ 2,000	\$ 200	\$ 2,200	
Subscriptions			\$ -	
Audit and Legal	\$ 3,600	\$ 360	\$ 3,960	
Insurance	\$ 1,500	\$ 150	\$ 1,650	
Board Expenses	\$ 200	\$ 20	\$ 220	
9. Software			\$ -	
10. Marketing and Communications			\$ -	
11. Staff Education and Training	\$ 500	\$ 50	\$ 550	
12. Subcontracts	\$ 334,008	\$ 33,401	\$ 367,409	
13. Other (specific details mandatory):			\$ -	
Food and Nutrition	\$ 20,000	\$ 2,000	\$ 22,000	
Medical Transportation	\$ 7,000	\$ 700	\$ 7,700	
Linguistic Services	\$ 400	\$ 40	\$ 440	
Housing	\$ 2,000	\$ 200	\$ 2,200	
			\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 545,454	\$ 54,545	\$ 599,999	

Method A-Total program cost/Total cost for all programs-Ceiling rate set at 10% per RFP

Indirect As A Percent of Direct 10.0%

Exhibit B-1 - Budget (SFY 17) Contractor Initials: AN
 Date: 5/10/16

**Exhibit B-2 (SFY 2018)
Budget Form**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southern New Hampshire HIV/AIDS Task Force

Medical Case Management, Support
Services, and Insurance Benefit Management
for Clients with Human Immunodeficiency

Budget Request for: Virus
(Name of Program)


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

	2017	2018	Total
1. Total Salary/Wages	\$ 89,440	\$ 8,944	\$ 98,384
2. Employee Benefits	\$ 23,254	\$ 2,325	\$ 25,579
3. Consultants	\$ 13,800	\$ 1,380	\$ 15,180
4. Equipment:			\$ -
Rental			\$ -
Repair and Maintenance	\$ 5,279	\$ 528	\$ 5,807
Purchase/Depreciation	\$ 2,000	\$ 200	\$ 2,200
5. Supplies:			\$ -
Educational			\$ -
Lab			\$ -
Pharmacy			\$ -
Medical			\$ -
Office	\$ 5,473	\$ 547	\$ 6,020
6. Travel	\$ 3,000	\$ 300	\$ 3,300
7. Occupancy	\$ 27,000	\$ 2,700	\$ 29,700
8. Current Expenses			\$ -
Telephone	\$ 5,000	\$ 500	\$ 5,500
Postage	\$ 2,000	\$ 200	\$ 2,200
Subscriptions:			\$ -
Audit and Legal	\$ 3,600	\$ 380	\$ 3,980
Insurance	\$ 1,500	\$ 150	\$ 1,650
Board Expenses	\$ 200	\$ 20	\$ 220
9. Software			\$ -
10. Marketing and Communications			\$ -
11. Staff Education and Training	\$ 500	\$ 50	\$ 550
12. Subcontracts	\$ 334,008	\$ 33,401	\$ 367,409
13. Other (specific details mandatory):			\$ -
Food and Nutrition	\$ 20,000	\$ 2,000	\$ 22,000
Medical Transportation	\$ 7,000	\$ 700	\$ 7,700
Linguistic Services	\$ 400	\$ 40	\$ 440
Housing	\$ 2,000	\$ 200	\$ 2,200
			\$ -
			\$ -
			\$ -
TOTAL	\$ 545,454	\$ 54,545	\$ 599,999

Method A-Total program cost/Total cost for all programs-Ceiling rate set at 10% per RFP

Indirect As A Percent of Direct 10.0%

Exhibit B-2 - Budget (SFY 18)

Contractor Initials: 

Date: 5/12/16

**Exhibit B-3 (SFY 2019)
Budget Form**

New Hampshire Department of Health and Human Services

Southern New Hampshire HIV/AIDS Task

Bidder/Contractor Name: Force

Medical Case Management, Support
Services, and Insurance Benefit
Management for Clients with Human

Budget Request for: Immunodeficiency Virus
(Name of Program)

Budget Period: July 1, 2018 - June 30, 2019

	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 89,440	\$ 8,944	\$ 98,384	
2. Employee Benefits	\$ 23,254	\$ 2,325	\$ 25,579	
3. Consultants	\$ 13,800	\$ 1,380	\$ 15,180	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance	\$ 5,279	\$ 528	\$ 5,807	
Purchase/Depreciation	\$ 2,000	\$ 200	\$ 2,200	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office	\$ 5,473	\$ 547	\$ 6,020	
6. Travel	\$ 3,000	\$ 300	\$ 3,300	
7. Occupancy	\$ 27,000	\$ 2,700	\$ 29,700	
8. Current Expenses			\$ -	
Telephone	\$ 5,000	\$ 500	\$ 5,500	
Postage	\$ 2,000	\$ 200	\$ 2,200	
Subscriptions			\$ -	
Audit and Legal	\$ 3,600	\$ 360	\$ 3,960	
Insurance	\$ 1,500	\$ 150	\$ 1,650	
Board Expenses	\$ 200	\$ 20	\$ 220	
9. Software			\$ -	
10. Marketing and Communications			\$ -	
11. Staff Education and Training	\$ 500	\$ 50	\$ 550	
12. Subcontracts	\$ 334,008	\$ 33,401	\$ 367,409	
13. Other (specific details mandatory):			\$ -	
Food and Nutrition	\$ 20,000	\$ 2,000	\$ 22,000	
Medical Transportation	\$ 7,000	\$ 700	\$ 7,700	
Linguistic Services	\$ 400	\$ 40	\$ 440	
Housing	\$ 2,000	\$ 200	\$ 2,200	
			\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 545,454	\$ 54,545	\$ 599,999	

Method A-Total program cost/Total cost for all programs-Ceiling rate set at 10% per RFP

Indirect As A Percent of Direct 10.0%

Exhibit B-3 - Budget (SFY 18)

Contractor Initials: M

Date: 5/12/16



SPECIAL PROVISIONS

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

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

Exhibit C - Special Provisions

Contractor Initials

M

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

Exhibit C - Special Provisions

Contractor Initials

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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- 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.

Handwritten initials in black ink, appearing to be 'JW' or similar.

5/17/16



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to three additional years, subject to the continued availability of funds; satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

MW
15/12/16

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)

12 Amherst Street, Nashua, Hillsborough, NH 03060

17 Dunbar Street, Keene, Cheshire, NH 03431

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

Date

5/17/16

Contractor Name:

Name:

Peter Kelleher

Title:

President - CEO

Contractor Initials

Date 5/17/16



CERTIFICATION REGARDING LOBBYING

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

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

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

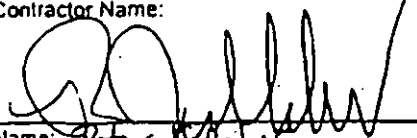
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Date 5/17/16

Contractor Name:


Name: Peter Kelleher
Title: President - CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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


PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:


Name: Peter Keller
Title: President - CEO

5/17/16
Date

Contractor Initials


Date 5/17/16



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

5/17/16
Date

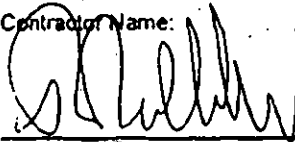
Contractor Name: 
Name: Peter Kesler
Title: President - CEO

Exhibit G

Contractor Initials 

Certification of Compliance with requirements pertaining to Federal Non-Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protection



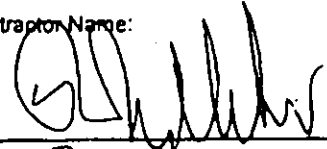
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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.

5/17/16
Date

Contractor Name:

Name: Peter Kelleher
Title: President - CEO

Contractor Initials PK
Date 5/17/16



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.

[Handwritten Signature]



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (1). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

[Handwritten Signature]
5/12/14



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 & Human Services
The State

Marcella J. Bobinsky
Signature of Authorized Representative

Marcella J. Bobinsky
Name of Authorized Representative

Acting Director
Title of Authorized Representative

5/17/16
Date

Southern New Hampshire HIV/AIDS Task Force
Name of the Contractor

Peter Kelleher
Signature of Authorized Representative

Peter Kelleher
Name of Authorized Representative

President + CEO
Title of Authorized Representative

5/17/16
Date

PK



**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:

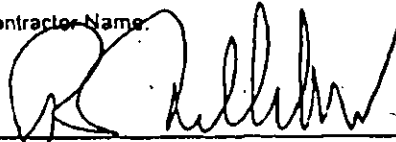
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

5/17/16
Date

Contractor Name: 
Name: Peter Kelleher
Title: President - CEO



FORM A

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

1. The DUNS number for your entity is: 958867228
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____