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

Lori A. Shibinette  
 Commissioner

Katja S. Fox  
 Director

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

June 10, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with Harbor Homes, Inc. (VC#155357), Nashua, New Hampshire to develop infrastructure and provide program support to a growing number of Recovery Centers statewide, by increasing the price limitation by \$1,100,000 from \$4,900,000 to \$6,000,000 with no change to the contract completion date of June 30, 2022, effective upon Governor and Council approval. 22% Federal Funds. 11.33% General Funds. 66.67% Other Funds (Governor's Commission on Alcohol and Other Drugs).

The original contract was approved by Governor and Council on July 15, 2020, item #14, and subsequently amended on November 18, 2020, item #20.

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

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92058501	\$1,400,000	\$275,000	\$1,675,000
2022	102-500731	Contracts for Prog Svc	92058501	\$1,500,000	\$825,000	\$2,325,000
			<b>Subtotal</b>	<b>\$2,900,000</b>	<b>\$1,100,000</b>	<b>\$4,000,000</b>

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92057501	\$1,000,000	\$0	\$1,000,000
2022	102-500731	Contracts for Prog Svc	92057501	\$1,000,000	\$0	\$1,000,000
			<b>Subtotal</b>	<b>\$2,000,000</b>	<b>\$0</b>	<b>\$2,000,000</b>
			<b>TOTAL</b>	<b>\$4,900,000</b>	<b>\$1,100,000</b>	<b>\$6,000,000</b>

### EXPLANATION

The purpose of this request is to increase the total price limitation to support the increasing need for these services. The Governor's Commission on Alcohol and Other Drugs approved these funds in February 2021, after determining additional funding was necessary to meet the increasing need for services in multiple Recovery Community Organizations supported through this contract.

The Contractor serves as a Facilitating Organization and is responsible for initiating two (2) new Recovery Centers, as well as sub-contracting with Recovery Community Organizations to ensure the efficient use of funds and to provide oversight and support to all Recovery Centers. The Contractor also provides project management, training, technical assistance, compliance monitoring, quality improvement assistance, data collection and evaluation of outcome measures for all the Recovery Community Organizations.

The Department will monitor contracted services using the following performance measure:

- Eighty (80) percent of individuals receiving recovery coaching report an improvement of quality of life.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Paragraph 3, Effective Date/Completion of Services of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, the Department will be unable to support the Governor's Commission and the Department's strategy to continue to build the peer recovery support network that assists individuals with gaining and maintaining recovery.

Area served: Statewide

Source of Funds: Other Funds (Governor's Commission on Alcohol and Other Drugs)

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Lori A. Shibinette  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Peer Recovery Support Services Facilitating Organization contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Harbor Homes, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 15, 2020, (Item #14), as amended on November 18, 2020 (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, 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 1.8, Price Limitation, to read:  
\$6,000,000
2. Modify Exhibit C-1, Amendment #1 Budget by replacing in its entirety with Exhibit C-1, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C-2, Amendment #1 Budget by replacing in its entirety with Exhibit C-2, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment 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

5/24/2021  
Date

DocuSigned by:  
*Katja Fox*  
60006804C83143  
Name: Katja Fox  
Title: Director

Harbor Homes, Inc.

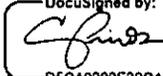
5/21/2021  
Date

DocuSigned by:  
*Peter Kelleher*  
06F73B949E7E4C9  
Name: Peter Kelleher  
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/25/2021  
Date

DocuSigned by:  
  
D50A9207E3204AE  
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 C-1 Amendment #2, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Harbor Homes, Inc.

Budget Request for: Peer Recovery Support Services Facilitating Organization

Budget Period: 7/1/2020-6/30/2021

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	\$ 243,918		\$ 243,918	\$ -	\$ -	\$ -	\$ 243,918		\$ 243,918
2. Employee Benefits	\$ 54,195		\$ 54,195	\$ -	\$ -	\$ -	\$ 54,195		\$ 54,195
3. Consultants	\$ 11,000		\$ 11,000	\$ -	\$ -	\$ -	\$ 11,000		\$ 11,000
4. Equipment:									
Rental	\$ 500		\$ 500	\$ -	\$ -	\$ -	\$ 500		\$ 500
Repair and Maintenance	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Purchase/Depreciation	\$ 7,500		\$ 7,500	\$ -	\$ -	\$ -	\$ 7,500		\$ 7,500
5. Supplies:									
Educational	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Lab	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Pharmacy	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Medical	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Office	\$ 1,000		\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000		\$ 1,000
6. Travel	\$ 5,000		\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000		\$ 5,000
7. Occupancy	\$ 14,124		\$ 14,124	\$ -	\$ -	\$ -	\$ 14,124		\$ 14,124
8. Current Expenses									
Telephone	\$ 2,700		\$ 2,700	\$ -	\$ -	\$ -	\$ 2,700		\$ 2,700
Postage	\$ 120		\$ 120	\$ -	\$ -	\$ -	\$ 120		\$ 120
Subscriptions	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Audit and Legal	\$ 1,200		\$ 1,200	\$ -	\$ -	\$ -	\$ 1,200		\$ 1,200
Insurance	\$ 4,500		\$ 4,500	\$ -	\$ -	\$ -	\$ 4,500		\$ 4,500
Board Expenses	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
9. Software	\$ 10,800		\$ 10,800	\$ -	\$ -	\$ -	\$ 10,800		\$ 10,800
10. Marketing/Communications	\$ 6,000		\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000		\$ 6,000
11. Staff Education and Training	\$ 33,400		\$ 33,400	\$ -	\$ -	\$ -	\$ 33,400		\$ 33,400
12. Subcontracts/Agreements	\$ 2,025,861		\$ 2,025,861	\$ -	\$ -	\$ -	\$ 2,025,861		\$ 2,025,861
13. Other (specific details mandatory):									
Professional Fees	\$ 10,000		\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000		\$ 10,000
Indirect as a line item	\$ -	\$ 243,182	\$ 243,182	\$ -	\$ -	\$ -	\$ -	\$ 243,182	\$ 243,182
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 2,431,818</b>	<b>\$ 243,182</b>	<b>\$ 2,675,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,431,818</b>	<b>\$ 243,182</b>	<b>\$ 2,675,000</b>

Indirect As A Percent of Direct

10.0%

Exhibit C-2 Amendment #2, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Harbor Homes, Inc.

Budget Request for: Peer Recovery Support Services Facilitating Organization

Budget Period: 7/1/2021-6/30/2022

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	250,000		250,000	-	-	-	250,000		250,000
2. Employee Benefits	57,500		57,500	-	-	-	57,500		57,500
3. Consultants	8,000		8,000	-	-	-	8,000		8,000
4. Equipment:									
Rental	500		500	-	-	-	500		500
Repair and Maintenance				-	-	-			
Purchase/Depreciation	5,000		5,000	-	-	-	5,000		5,000
5. Supplies:									
Educational				-	-	-			
Lab				-	-	-			
Pharmacy				-	-	-			
Medical				-	-	-			
Office	1,000		1,000	-	-	-	1,000		1,000
6. Travel	15,000		15,000	-	-	-	15,000		15,000
7. Occupancy	14,124		14,124	-	-	-	14,124		14,124
8. Current Expenses									
Telephone	2,700		2,700	-	-	-	2,700		2,700
Postage	120		120	-	-	-	120		120
Subscriptions	1,000		1,000	-	-	-	1,000		1,000
Audit and Legal	1,200		1,200	-	-	-	1,200		1,200
Insurance	4,500		4,500	-	-	-	4,500		4,500
Board Expenses				-	-	-			
9. Software	10,800		10,800	-	-	-	10,800		10,800
10. Marketing/Communications	6,000		6,000	-	-	-	6,000		6,000
11. Staff Education and Training	53,400		53,400	-	-	-	53,400		53,400
12. Subcontracts/Agreements	2,583,883		2,583,883	-	-	-	2,583,883		2,583,883
13. Other (specific details mandatory):									
Professional Fees	8,000		8,000	-	-	-	8,000		8,000
Indirect as a line item		302,273	302,273					302,273	302,273
<b>TOTAL</b>	<b>3,022,727</b>	<b>302,273</b>	<b>3,325,000</b>				<b>3,022,727</b>	<b>302,273</b>	<b>3,325,000</b>

Indirect As A Percent of Direct

10.0%

# State of New Hampshire

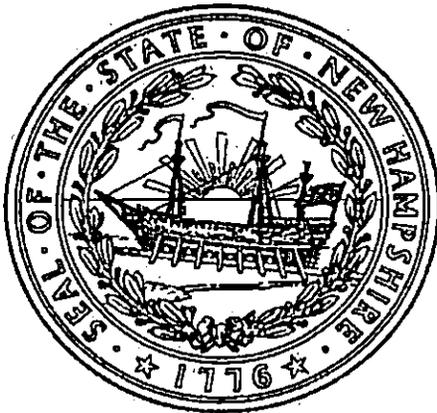
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HARBOR HOMES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 15, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62778

Certificate Number: 0005367816



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of May A.D. 2021.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

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

1. I am a duly elected Clerk/Secretary/Officer of Harbor Homes, Inc.  
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 21, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

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

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

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

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

Dated: May 21, 2021

DocuSigned by:  
  
D38F4805F28B418  
Signature of Elected Officer

Name: Joel Jaffe  
Title: Secretary



AGENCY CUSTOMER ID: HARHO

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

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

**ADDITIONAL REMARKS**

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

Welcoming Light, Inc. -FID# 020481648  
HH Ownership, Inc.  
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859  
Boulder Point, LLC  
SARC Housing Needs Board, Inc

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



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

*A Beacon for the Homeless for Over 30 Years*



## Mission Statement

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

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

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

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





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

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

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

(With Independent Auditors' Report Thereon)

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## INDEPENDENT AUDITORS' REPORT

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

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Harbor Homes, Inc. and Affiliates d/b/a Harbor Care, which comprise the consolidated statement of financial position as of June 30, 2020, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditors' Responsibility

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

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

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



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

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

### **Opinion**

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

### **Report on Summarized Comparative Information**

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

### **Other Matters**

#### ***Other Information***

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



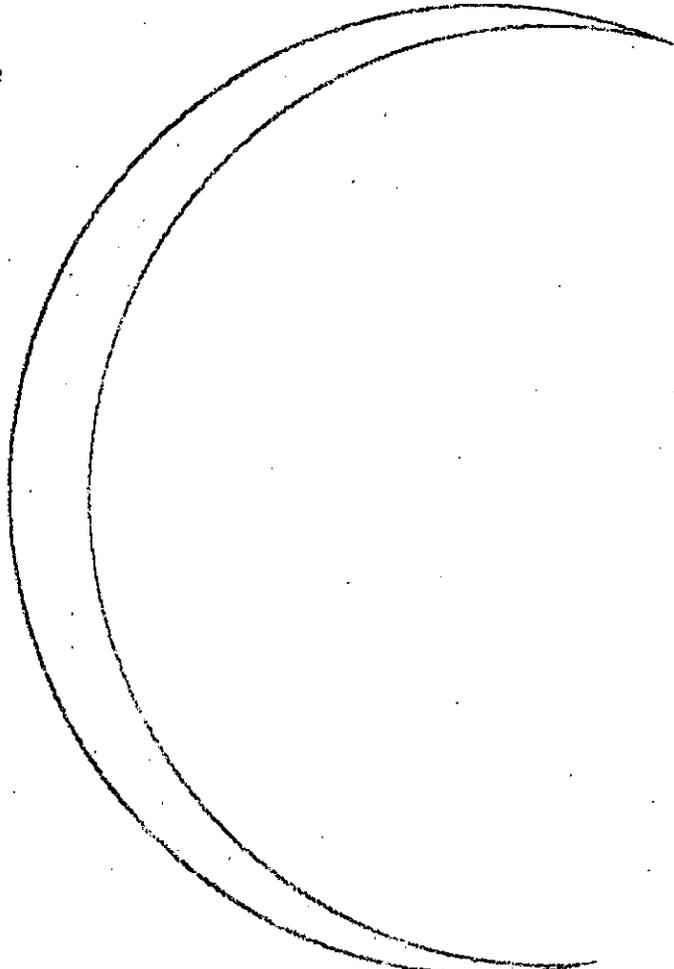
information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

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

*Melanson*

Manchester, New Hampshire  
December 16, 2020



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. Organization**

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

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

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

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

***Harbor Homes, Inc. – Housing and Healthcare***

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

***Harbor Homes, Inc. – Housing and Healthcare***

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

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

***Harbor Homes Plymouth, LLC – Housing Project Management***

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

***Boulder Point, LLC – Housing Project Development***

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

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

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

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

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

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

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

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

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

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

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

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

**2. Summary of Significant Accounting Policies**

***Change in Accounting Principle***

***ASU 2014-09 and ASU 2018-08 Revenue Recognition***

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

***ASU 2016-01 Equity Investments***

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

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

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

***Comparative Financial Information***

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

***Cash and Cash Equivalents***

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

***Accounts Receivable***

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

***Contributions Receivable***

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

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

***Grants Receivable***

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

***Patient Receivables***

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

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

***Inventory***

Inventory is comprised primarily of pharmacy items, and is stated at the lower of cost or net realizable value determined by the first-in, first-out method. No allowance has been provided as management believes none of the inventory is obsolete.

***Investments***

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

***Property and Equipment***

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

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2020 or 2019.

***Net Assets***

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

***Net Assets Without Donor Restrictions***

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

***Net Assets with Donor Restrictions***

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

### ***Revenue and Revenue Recognition***

#### ***Support***

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

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

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

#### ***Revenue***

The performance obligation of delivering patient services is simultaneously received and consumed by patients when services are provided, therefore the Organization recognizes patient services revenues when the services are provided. Patient services revenues, net is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. Self-pay revenue is recorded at published charges with charitable allowances deducted to arrive at net self-pay revenue. All other patient services revenue is recorded at published charges with contractual allowances deducted to arrive at patient services, net. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred. Included in third-party receivables are the outstanding uncompensated care pool payments. The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue.

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

***Donated Services and In-Kind Contributions***

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

***Advertising Costs***

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

***Functional Allocation of Expenses***

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

***Measure of Operations***

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

***Income Taxes***

The entities included in these consolidated financial statements (with the exception of Harbor Homes Plymouth, LLC and Boulder Point, LLC) have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as organizations described in IRC Section 501(c)(3), qualify for charitable contribution deductions, and have been determined not to be

private foundations. A Return of Organization Exempt from Income Tax (Form 990), is required to be filed with the IRS for each entity. In addition, net income that is derived from business activities that are unrelated to an entity's exempt purpose is subject to income tax. In fiscal year 2020, Harbor Homes, Inc. was subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

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

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

***Estimates***

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

***Financial Instruments and Credit Risk***

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

***Fair Value Measurements and Disclosures***

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

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

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

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

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

#### ***New Accounting Standards to be Adopted in the Future***

##### ***Leases***

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

##### ***Credit Losses***

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

### *Contributed Nonfinancial Assets*

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

### 3. Liquidity and Availability

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

Financial assets as year end:		2020		2019
Cash and cash equivalents	\$	5,887,027	\$	2,255,449
Restricted cash		1,128,413		1,193,792
Receivables		3,493,685		3,627,797
Investments		226,159		228,209
Total financial assets		<u>10,735,284</u>		<u>7,305,247</u>
Less amounts not available to be used within one year:				
Restricted cash		1,128,413		1,193,792
Investments		226,159		228,209
		<u>1,354,572</u>		<u>1,422,001</u>
Financial assets available to meet general expenditures over the next year	\$	<u>9,380,712</u>	\$	<u>5,883,246</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 year, the Organization operates with a balanced budget and anticipates sufficient revenue to cover general expenditures not covered by donor-restricted resources. As part of its liquidity management plan, the Organization also has several revolving credit lines available to meet cash flow needs.

#### 4. Restricted Cash

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

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

\*Required by the Department of Housing and Urban Development.

#### 5. Receivables

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

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

#### 6. Patient Receivables (FQHC)

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

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

## 7. Investments

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

	<u>2020</u>		
	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 3</u>
Equities	\$ 25,910	\$ 25,910	\$ -
Beneficial interest	175,512	-	175,512
Charitable annuity	<u>24,737</u>	<u>-</u>	<u>24,737</u>
Total	<u>\$ 226,159</u>	<u>\$ 25,910</u>	<u>\$ 200,249</u>
	<u>2019</u>		
	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 3</u>
Equities	\$ 26,530	\$ 26,530	\$ -
Beneficial interest	177,003	-	177,003
Charitable annuity	<u>24,676</u>	<u>-</u>	<u>24,676</u>
Total	<u>\$ 228,209</u>	<u>\$ 26,530</u>	<u>\$ 201,679</u>

## 8. Property and Equipment

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

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

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

## 9. Accrued Payroll and Related Liabilities

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

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

## 10. Lines of Credit

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

### ***Harbor Homes, Inc.***

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

### ***Harbor Homes, Inc.***

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

### ***Greater Nashua Council on Alcoholism***

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

***Healthy at Home, Inc.***

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

**11. CARES Act Refundable Advance**

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

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

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

## 12. Mortgages Payable

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

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

(1) HUD issued and backed.

Future maturities are as follows:

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

### 13. Mortgages Payable, Tax Credits

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

### 14. Mortgages Payable, Deferred

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

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

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

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

(2) Non-recourse.

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

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

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

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

### 16. Net Assets with Donor Restrictions

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

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

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

**17. Patient Services Revenue (FQHC)**

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

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

Patient services revenue (FQHC), net of provision for bad debts and contractual allowances and discounts, consists of the following for fiscal years 2020 and 2019:

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

**18. Grants**

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

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

Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's Uniform Guidance, and review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

#### **19. Functionalized Expenses**

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

##### ***Salaries, Wages, and Benefits***

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

##### ***Occupancy Costs***

Occupancy costs are allocated as follows:

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

## 20. Deferred Compensation Plan

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

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

## 21. Concentration of Risk

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

## 22. Commitments and Contingencies

### *Patient Services*

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

### *COVID-19*

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

**23. Supplemental Disclosure of Cash Flow Information**

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

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

**24. Reclassifications**

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

**25. Subsequent Events**

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

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

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

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

	Harbor Homes*	Boulder Point, LLC	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Home, Inc.	Welcoming Light, Inc.	SARC Housing Needs Board, Inc.	Southern MH HIV/AIDS Task Force, Inc.	Subtotal	Eliminations	2020 Total	2019 Total
<b>ASSETS</b>														
<b>Current Assets:</b>														
Cash and cash equivalents	\$ 3,878,259	\$ 185,729	\$ 1,050	\$ 761	\$ 490	\$ 1,520,897	\$ 61,777	\$ 7,054	\$ 41,057	\$ 189,953	\$ 5,887,027	\$ -	\$ 5,887,027	\$ 2,255,449
Restricted cash	426,415	247,276	24,200	28,679	19,944	271,953	-	35,838	74,068	-	1,128,413	-	1,128,413	1,193,792
Receivables, net	2,317,824	17,807	2,676	949	7,444	430,314	160,701	3,291	-	279,948	3,220,954	(150,000)	3,070,954	2,981,834
Patient receivables, net	422,731	-	-	-	-	-	-	-	-	-	422,731	-	422,731	645,963
Due from related organizations	2,160,393	153,919	-	-	-	-	-	-	-	-	2,314,312	(2,314,312)	-	-
Inventory	124,281	-	-	-	-	-	-	-	-	-	124,281	-	124,281	116,413
Other assets	1,769	65,884	-	-	-	19,603	2,423	-	-	11,313	100,992	-	100,992	34,084
<b>Total Current Assets</b>	<b>9,331,672</b>	<b>670,615</b>	<b>27,926</b>	<b>30,389</b>	<b>27,878</b>	<b>2,242,807</b>	<b>224,901</b>	<b>46,183</b>	<b>115,125</b>	<b>481,214</b>	<b>13,198,710</b>	<b>(2,464,312)</b>	<b>10,734,398</b>	<b>7,227,535</b>
<b>Noncurrent Assets:</b>														
Investments	226,159	-	-	-	-	-	-	-	-	-	226,159	-	226,159	228,209
Property and equipment, net	20,542,926	6,894,203	280,183	223,763	283,106	5,139,717	5,011	203,926	94,408	3,017	33,670,260	(833,297)	32,836,963	34,363,395
Deferred notes receivable	1,271,105	-	-	-	-	-	-	-	-	-	1,271,105	(1,271,105)	-	-
Other assets	224,000	279,184	-	-	-	-	-	-	-	599	503,783	(443,483)	60,300	53,501
<b>Total Noncurrent Assets</b>	<b>22,264,190</b>	<b>7,173,387</b>	<b>280,183</b>	<b>223,763</b>	<b>283,106</b>	<b>5,139,717</b>	<b>5,011</b>	<b>203,926</b>	<b>94,408</b>	<b>3,616</b>	<b>35,671,307</b>	<b>(2,547,885)</b>	<b>33,123,422</b>	<b>34,645,105</b>
<b>TOTAL ASSETS</b>	<b>\$ 31,595,862</b>	<b>\$ 7,844,002</b>	<b>\$ 308,109</b>	<b>\$ 254,152</b>	<b>\$ 310,984</b>	<b>\$ 7,382,524</b>	<b>\$ 229,912</b>	<b>\$ 250,109</b>	<b>\$ 209,533</b>	<b>\$ 484,830</b>	<b>\$ 48,870,017</b>	<b>\$ (5,012,197)</b>	<b>\$ 43,857,820</b>	<b>\$ 41,872,640</b>
<b>LIABILITIES AND NET ASSETS</b>														
<b>Current Liabilities:</b>														
Lines of credit	\$ 621,772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 621,772	\$ -	\$ 621,772	\$ 1,068,271
Current portion of mortgages payable	322,999	11,843	36,020	20,974	-	134,540	-	24,357	76,749	-	627,482	-	627,482	560,466
Refundable advances	1,331,628	-	-	-	-	-	-	-	-	83,731	1,415,359	-	1,415,359	-
Due to related organizations	1,392,519	175,293	179,506	23,581	11,901	21,104	172,934	260,538	1,339	75,597	2,314,312	(2,314,312)	-	-
Accounts payable	1,001,188	179,708	1,238	1,097	-	32,881	9,570	1,514	7,826	108,364	1,343,386	(150,000)	1,193,386	2,116,306
Accrued payroll and related expenses	763,717	-	-	-	-	201,918	50,159	-	-	21,985	1,037,779	-	1,037,779	1,024,330
Other liabilities	306,227	-	3,998	2,043	3	6,374	-	1,671	16,008	12,025	348,849	-	348,849	913,916
<b>Total Current Liabilities</b>	<b>5,740,550</b>	<b>366,844</b>	<b>220,762</b>	<b>47,695</b>	<b>11,904</b>	<b>396,817</b>	<b>232,663</b>	<b>288,080</b>	<b>101,922</b>	<b>301,702</b>	<b>7,708,939</b>	<b>(2,464,312)</b>	<b>5,244,627</b>	<b>5,683,289</b>
<b>Noncurrent Liabilities:</b>														
Construction loan payable	-	-	-	-	-	-	-	-	-	-	-	-	-	3,235,875
Accrued payroll and related expenses	319,888	-	-	-	-	70,931	11,682	-	-	10,604	413,105	-	413,105	452,714
Mortgages payable, net of current portion	10,103,141	1,110,650	275,275	198,794	-	3,364,111	-	126,359	-	-	15,178,330	-	15,178,330	15,002,097
Mortgages payable, tax credits	487,553	-	-	-	-	-	-	-	-	-	487,553	-	487,553	528,793
Mortgages payable, deferred	5,167,096	2,525,000	-	-	516,400	1,885,000	-	-	-	-	10,093,496	-	10,093,496	9,890,996
Deferred notes payable	-	1,271,105	-	-	-	-	-	-	-	-	1,271,105	(1,271,105)	-	-
Other liabilities	399,607	171,226	3,553	2,673	1,283	-	-	1,945	2,671	-	582,958	(443,483)	139,475	133,411
<b>Total Noncurrent Liabilities</b>	<b>16,477,285</b>	<b>5,077,981</b>	<b>278,828</b>	<b>201,467</b>	<b>517,683</b>	<b>5,320,042</b>	<b>11,682</b>	<b>128,304</b>	<b>2,671</b>	<b>10,604</b>	<b>28,026,547</b>	<b>(1,714,588)</b>	<b>26,311,959</b>	<b>29,243,886</b>
<b>Total Liabilities</b>	<b>22,217,835</b>	<b>5,444,825</b>	<b>499,590</b>	<b>249,162</b>	<b>529,587</b>	<b>5,716,859</b>	<b>244,345</b>	<b>416,384</b>	<b>104,593</b>	<b>312,306</b>	<b>35,735,486</b>	<b>(4,178,900)</b>	<b>31,556,586</b>	<b>34,927,175</b>
<b>Net Assets:</b>														
Without donor restrictions	9,319,960	2,399,177	(191,481)	4,990	(218,603)	1,665,665	(14,433)	(166,275)	104,940	172,524	13,076,464	(833,297)	12,243,167	6,705,159
With donor restrictions	58,067	-	-	-	-	-	-	-	-	-	58,067	-	58,067	240,306
<b>Total Net Assets</b>	<b>9,378,027</b>	<b>2,399,177</b>	<b>(191,481)</b>	<b>4,990</b>	<b>(218,603)</b>	<b>1,665,665</b>	<b>(14,433)</b>	<b>(166,275)</b>	<b>104,940</b>	<b>172,524</b>	<b>13,134,531</b>	<b>(833,297)</b>	<b>12,301,234</b>	<b>6,945,465</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 31,595,862</b>	<b>\$ 7,844,002</b>	<b>\$ 308,109</b>	<b>\$ 254,152</b>	<b>\$ 310,984</b>	<b>\$ 7,382,524</b>	<b>\$ 229,912</b>	<b>\$ 250,109</b>	<b>\$ 209,533</b>	<b>\$ 484,830</b>	<b>\$ 48,870,017</b>	<b>\$ (5,012,197)</b>	<b>\$ 43,857,820</b>	<b>\$ 41,872,640</b>

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

See Independent Auditors' Report.

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

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

	Harbor Homes, Inc.	Boulder Point, LLC	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Home, Inc.	Welcoming Liaise, Inc.	SARC Housing Needs Board, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Millard Regional Counseling Services, Inc.	Subtotal	Eliminations	2020 Total	2019 Total
<b>SUPPORT AND REVENUE</b>															
Support:															
Grants:															
Federal	\$ 6,299,947	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 3,000	\$ -	\$ -	\$ 731,350	\$ -	\$ 7,036,297	\$ (186,074)	\$ 6,850,223	\$ 5,637,874
State	7,883,442	-	-	-	-	2,036,331	62,550	392	-	1,839,697	-	11,822,020	-	11,822,020	14,107,741
Contributions	383,693	2,699,125	-	-	-	50,068	449	-	-	26,981	-	3,160,708	-	3,160,708	852,256
Cares Act funding	1,726,072	-	-	-	-	567,200	244,960	-	-	16,706	-	2,554,938	-	2,554,938	-
Special events:															
Contribution portion	75,999	-	-	-	-	-	-	-	-	4,955	-	80,954	-	80,954	232,180
Less cost of special events	(55,870)	-	-	-	-	-	(750)	-	-	(584)	-	(57,204)	-	(57,204)	(88,234)
Net special events revenue	20,129	-	-	-	-	-	(750)	-	-	4,371	-	23,750	-	23,750	143,946
Total Support	16,313,283	2,699,125	-	-	-	2,655,599	310,209	392	-	2,619,105	-	24,597,713	(186,074)	24,411,639	20,741,817
Revenue:															
Patient services revenues (FQHC), net	6,176,974	-	-	-	-	-	-	-	-	-	-	6,176,974	-	6,176,974	5,404,995
Patient services revenues (other), net	2,915,253	-	-	-	-	3,145,825	1,451,510	-	-	-	5,334	7,517,922	-	7,517,922	7,690,923
Veterans Administration programs	2,181,057	-	-	-	-	-	-	-	-	-	-	2,181,057	-	2,181,057	2,416,766
Rental income, net															
Rental vouchers	1,369,393	-	128,050	106,548	37,604	-	-	101,516	94,502	-	-	1,837,613	-	1,837,613	1,405,600
Resident payments	677,747	260,929	43,922	30,824	18,192	-	-	21,709	32,365	-	-	1,085,688	-	1,085,688	761,722
Other	403,103	-	-	-	-	5,987	-	-	-	-	-	409,090	(140,890)	268,200	347,725
Developer fees	763,297	-	-	-	-	-	-	-	-	-	-	763,297	(763,297)	-	-
Contracted services	338,653	-	-	-	-	157,809	188,983	-	-	7,650	-	683,095	(215,905)	467,190	624,952
Management fees	83,127	-	-	-	-	-	-	-	-	-	-	83,127	-	83,127	23,450
Other	189,115	46,338	15	-	-	4,861	4,491	-	3,091	4,338	-	252,429	(106,622)	145,807	96,208
Total Revenue	15,097,719	307,267	171,987	137,372	55,796	3,314,482	1,644,984	123,225	129,958	4,338	12,984	21,020,112	(1,309,841)	19,690,271	18,772,341
Total Support and Revenue	31,411,002	3,006,392	171,987	137,372	55,796	5,970,081	1,955,193	123,617	129,958	2,623,443	12,984	45,597,825	(1,495,915)	44,101,910	39,514,158
<b>EXPENSES</b>															
Program services	24,974,798	274,081	121,289	97,553	28,558	3,665,135	1,327,400	81,446	57,515	2,533,283	9,075	31,170,133	(649,491)	32,520,642	34,131,359
Management and general	3,793,660	46,861	21,898	20,024	16,835	1,213,780	357,665	35,905	8,779	106,239	5,292	5,626,938	(83,127)	5,543,811	4,247,544
Fundraising and development	223,349	-	-	-	-	17,936	1,623	-	-	3,983	-	246,891	-	246,891	438,954
Total Expenses	29,991,807	320,942	143,187	117,577	45,393	4,896,851	1,686,688	117,351	66,294	2,643,505	14,367	39,043,962	(732,618)	38,311,344	38,817,857
Change in Net Assets From Operations	2,419,195	2,685,450	28,800	19,795	10,403	1,073,230	268,505	6,266	63,664	(20,062)	(1,383)	6,553,863	(763,297)	5,790,566	696,301
<b>NONOPERATING ACTIVITIES</b>															
Investment income (loss)	(4,678)	172	12	11	4	155	-	15	149	144	-	(4,016)	-	(4,016)	12,540
Gain (loss) on disposal of fixed assets	1,292,946	-	-	-	-	(2,629)	-	-	-	-	-	1,290,317	-	1,290,317	689,174
Depreciation	(1,045,603)	(274,254)	(24,852)	(21,313)	(14,349)	(794,801)	(10,901)	(26,134)	(5,875)	(3,016)	-	(1,721,098)	-	(1,721,098)	(1,471,904)
Total Nonoperating Activities	242,665	(274,082)	(24,840)	(21,302)	(14,345)	(797,275)	(10,901)	(26,119)	(5,726)	(2,872)	-	(434,797)	-	(434,797)	(770,190)
<b>CHANGE IN NET ASSETS</b>	2,661,860	2,411,368	3,960	(1,507)	(3,942)	775,955	257,604	(19,853)	57,938	(22,934)	(1,383)	6,119,066	(763,297)	5,355,769	(73,889)
<b>NET ASSETS (DEFICIT), BEGINNING OF YEAR</b>	6,716,167	(12,191)	(195,441)	6,497	(214,661)	889,710	(272,037)	(146,422)	47,002	195,458	1,383	7,015,465	(70,000)	6,945,465	7,019,354
<b>NET ASSETS (DEFICIT), END OF YEAR</b>	\$ 9,378,027	\$ 2,399,177	\$ (191,481)	\$ 4,990	\$ (218,603)	\$ 1,665,665	\$ (14,433)	\$ (166,275)	\$ 104,940	\$ 172,524	\$ -	\$ 13,134,531	\$ (833,297)	\$ 12,301,234	\$ 6,945,465

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

See Independent Auditors' Report.

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

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

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

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

See Independent Auditors' Report:

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

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

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

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

See Independent Auditors' Report.

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

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

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

See Independent Auditors' Report.

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

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

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

See Independent Auditors' Report.

**HARBOR CARE**

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

**(CURRENT BOARD MEMBER CHARACTERISTICS & AFFILIATIONS)**

<b>NAME</b>	<b>POSITION</b>	<b>OCCUPATION</b>	<b>RESIDENCE</b>	<b>CATEGORY</b>
Thomas I. Arnold	Director	Retired – Former City Solicitor, Manchester, NH	Merrimack, NH	Civic Leader
Jack Balcom	Director	Retired – BAE Systems	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
Rosemarie Dykeman	Director	Social Services Director Salvation Army	Nashua, NH	Business Leader
Vincent Chamberlain	Director	Retired – Former Manager, FAA Center, Nashua	Brookline, NH	Civic Leader
Sekondi Foster	Director	Business – BAE Systems Executive Assistant	Nashua, NH	Business Leader
Jared Freilich	Treasurer	Business – VP Bank of America, Merrill Lynch	Hampstead, NH	Business Leader
Laurie Goguen	Asst. Secretary	Business – Linahan Limousine, Customer Service	Nashua, NH	Civic Leader/Consumer
Joel Jaffe	Secretary	Retired – Business, Hewlett Packard	Litchfield, NH	Civic Leader
Lanna Martin	Director	Business – BAE Systems, Senior Financial Analyst	Merrimack, NH	Business Leader
Edward McDonough	Asst. Treasurer	Non-Profit Agency Director – Gate House Treatment	Nashua, NH	Civic Leader
Richard Plante	Vice Chair	Retired – Military	Manchester, NH	Civic Leader
Daniel Sallet	Chair	Business – BAE Systems, VP Finance/Electronic Systems	Ayer, MA	Business Leader

## ANA PANCINE

### Education

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

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

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

### Experience

**Harbor Homes Inc. Nashua, NH**

**November 2007 – Present**

**Chief Financial Officer**

**March 2020 – Present**

**Chief Revenue Officer**

**August 2018 – March 2020**

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

**Various**

November 2007 – August 2018

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

**Skills**

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

**Cheryle Pacapelli  
Profile**

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

**Experience**

2/17 - Present Harbor Homes Nashua, NH

**Project Director**

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

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

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

Prioritize those RCOs most likely to participate in subsequent years

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

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

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

Monitors subcontractors and assists with development of required policies and procedures

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

Communicate regularly with subcontractors to review progress

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

Assists in the oversight and facilitation of training for all subcontractors

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

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

Manages services and related budgetary concerns

Oversee HHI business processes and accounting related to subcontracts

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

**Community Engagement Director**

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

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

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

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

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

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

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

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

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

05/01 - 2019

Stepping Stone House

Meriden, CT

**Co-Owner**

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

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

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

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

Administer progress notes and a recovery plan for each individual.

8/14 - 7/15

HOPE for NH Recovery

Concord, NH

**Executive Director**

Statewide Coordination of Recovery Movement

Public Education, Awareness and Advocacy

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

Community Outreach and Resource Development

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

12/11 - 10/12

CT. Community for Addiction Recovery

Hartford, CT

**Director Recovery Services**

Recovery Coach Academy Management (RCA)

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

Recovery Technical Assistance Group Management

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

**Annual Recovery Walks! Coordination**

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

**Annual Volunteer Recognition Dinner Coordination**

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

**Data tracking and Analysis**

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

12/06 – 12/11

CT. Community for Addiction Recovery

Hartford, CT

**Director of Operations**

**Recovery Community Center Management**

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

**Direct Supervision of five Full Time Staff**

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

**Program Oversight – Telephone Recovery Support and Recovery Housing Program**

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

**Information Technology**

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

10/04 – 12/06

CT. Community for Addiction Recovery

Hartford, CT

**Project Manager – Recovery Housing**

Developed and maintained an inventory of Recovery Houses in CT  
Provided community education on recovery housing, NIMBY issues  
Marketed and delivered training “So, you want to open a Recovery House”  
Established Recovery Housing Coalition of CT, developed statewide standards for Recovery Houses.

Albertus Magnus

New Haven, CT

**Bachelors Degree – Business Management**

Cum Laude, Tai Pi Phi National Honor Society

**Training**

Certifications: CCAR Recovery Coach Academy Trainer  
CCAR Ethics for Recovery Support Worker Trainer  
Pastoral Counseling  
Mental Health and Addiction Services: DMHAS Successfully Housing Persons with Substance Use Issues  
safeTALK Suicide Alertness for Everyone  
Human Resource Development: Understanding Sexual Harassment

## Henry J. Och

### Executive Summary

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

### Professional Experience

**Chief Operations Officer** 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 HIway)
- 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

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

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

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

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

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

#### Education

<b>University of Massachusetts at Lowell</b>	Expected 2021
<i>Master in Business Administration, concentration Healthcare</i>	

<b>Harvard University</b>	Completed 2006
<i>Master in Liberal Arts in extension studies, concentration in Information Management Systems</i>	

<b>University of Massachusetts at Lowell</b>	Completed 2000
<i>Bachelor of Science in Business Administration, concentration in Management Information Systems</i>	

#### Certifications and Awards

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

#### Professional Associations

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

### **Military Experience**

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

#### Overseas Military Deployments:

*Operations Officer, ISAF Headquarters, Afghanistan* 2014

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

*Infantry Platoon Leader, 182<sup>nd</sup> Infantry Regiment, Kosovo* 2006-2007

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

### **Board and Volunteer Experience**

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

### **Other Skills**

Fluent in written and spoken Spanish

[References available upon request]

**PETER J. KELLEHER, CCSW, LICSW**

77 Northeastern Blvd

Nashua, NH 03062

Telephone: (603) 882-3616

Fax: (603) 595-7414

E-mail: [p.kelleher@nhpartnership.org](mailto:p.kelleher@nhpartnership.org)

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**PROFESSIONAL EXPERIENCE**

- 2006-Present** President & CEO, Southern NH HIV Task Force
- 2002-Present** President & CEO, Greater-Nashua Council on Alcoholism, Inc./ Keystone Hall, Nashua, NH
- 1997-Present** President & CEO, Healthy at Home, Inc., Nashua, NH
- 1995-Present** President & CEO, Welcoming Light, Inc., Nashua, NH
- 1982-Present** President & CEO, Harbor Homes, Inc., Nashua, NH  
Currently employed as Chief Executive Officer of five nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 80 programs comprising a \$42,000,000 operating budget; proposal development resulting in approximately \$200,000,000 in grants; oversight of 400 management and direct care professionals.
- 2003-2006** Consultant  
Provided consultation and technical assistance throughout the State to aid service and mental health organizations.
- 1980 - 1982** Real Estate Broker, LeVaux Realty, Cambridge, MA  
Successful sales and property management specialist.
- 1979 - 1980** Clinical Coordinator, Task Oriented Communities, Waltham, MA  
Established and provided comprehensive rehabilitation services to approximately 70 individuals with mental and/or developmental disabilities. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** Faculty, Middlesex Community College, Bedford, MA  
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA  
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA  
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA  
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

**EDUCATIONAL EXPERIENCE**

2

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

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

### LICENSES AND CERTIFICATIONS

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

### PLACEMENTS

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

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

### FIELD SUPERVISION

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

### AWARDS

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

### MEMBERSHIPS

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

## Vanessa J. Talasazan

### Education

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

### Career History

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

Background on Agencies/Employer: A unique partnership amongst 6 non-profit organizations with a combined annual operating budget of \$42 million that share the same CEO, Board of Directors, and back-end administration: Harbor Homes, Inc.; Southern NH HIV/AIDS Task Force, Greater Nashua Council on Alcoholism (Keystone Hall); Welcoming Light; Healthy at Home, and Milford Regional Counseling Services. Together, the agencies serve over 8,000 individuals and families annually. Named NH's most innovative nonprofit organization by The NH Center for Nonprofits.

#### **CURRENT ROLE: CHIEF STRATEGY OFFICER/ CHIEF OF STAFF**

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

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

Key duties include:

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

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

Key duties include:

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

#### **PREVIOUS ROLE: VICE PRESIDENT OF DEVELOPMENT AND GRANT COMPLIANCE**

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

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

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

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

**2000 – 2008**

**Assist2Sell Buyers & Sellers Realty**

**Nashua, NH**

**LICENSED NH REAL ESTATE AGENT**

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

**HARBOR HOMES, INC. DBA HARBOR CARE**

Updated: Oct. 2020

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

20 mac



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

Lori A. Shubinette  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9564 1-800-804-0909  
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

October 22, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing contract with Harbor Homes, Inc. (VC#155358), Nashua, NH to develop infrastructure and provide program support to a growing number of Recovery Centers statewide, by increasing the price limitation by \$350,000 from \$4,550,000 to \$4,900,000 with no change to the contract completion date of June 30, 2022, effective December 1, 2020, or upon Governor and Council approval, whichever is later. 26.94% Federal Funds. 13.88% General Funds. 59.18% Other Funds (Governor's Commission on Alcohol and Other Drugs).

The original contract was approved by Governor and Council on July 15, 2020, item #14.

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

**05-95-092-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92058501	\$1,275,000	\$125,000	\$1,400,000
2022	102-500731	Contracts for Prog Svc	92058501	\$1,275,000	\$225,000	\$1,500,000
			<b>Subtotal</b>	<b>\$2,550,000</b>	<b>\$350,000</b>	<b>\$2,900,000</b>

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92058501	\$1,000,000	\$0	\$1,000,000
2022	102-500731	Contracts for Prog Svc	92058501	\$1,000,000	\$0	\$1,000,000
			<b>Subtotal</b>	<b>\$2,000,000</b>	<b>\$0</b>	<b>\$2,000,000</b>
			<b>TOTAL</b>	<b>\$4,550,000</b>	<b>\$350,000</b>	<b>\$4,900,000</b>

**EXPLANATION**

The purpose of this request is to increase the total price limitation to support the addition of two (2) Recovery Community Organizations.

Approximately 82,000 Peer Recovery Support Services will be provided through Recovery Community Organizations annually from July 1, 2020 to June 30, 2022.

The vendor serves as a Facilitating Organization, initiating two (2) new Recovery Centers and sub-contracting with Recovery Community Organizations for efficient use of funds, oversight and support of all Centers. The vendor provides project management, training, technical assistance, compliance monitoring, quality improvement assistance, data collection and evaluation of outcome measures for all of the Recovery Community Organizations.

The Department will monitor contracted services using the following performance measures:

- A minimum of sixteen (16) Recovery Centers are open and providing Peer Recovery Support Services.
- The Recovery Centers provide a minimum of 82,000 Peer Recovery Support Services annually.
- Eighty (80) percent of individuals receiving recovery coaching report an improvement of quality of life.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Paragraph 3, Effective Date/Completion of Services of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, the State will be unable to support the Governor's Commission's and Department's strategy to continue to build the peer recovery support network to assist individuals main and maintain recovery.

Area served: Statewide

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

Source of Funds: 26.94% Federal funds from the U.S. DHHS, Substance Abuse and Mental Health Services Administration, Substance Abuse Block Grant CFDA # 93.959 FAIN TI010035 and TI083041, 13.88 % General funds, 59.18 % Other funds (Governor's Commission on Alcohol and Other Drugs).

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,



Lori A. Shibinette  
Commissioner



**New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Peer Recovery Support Services  
Facilitating Organization Contract**

This 1<sup>st</sup> Amendment to the Peer Recovery Support Services Facilitating Organization contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 77 Northeastern Blvd, Nashua, NH 03062.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 15, 2020, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to extend the term of the agreement, 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 1.8, Price Limitation, to read:  
\$4,900,000.
2. Modify Appendix C-1 Budget by replacing in its entirety with Exhibit C-1 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.
3. Modify Appendix C-2 Budget by replacing in its entirety with Exhibit C-2 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

OS  
pk

10/22/2020



**New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization**

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All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 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

10/22/2020

Date

DocuSigned by:  
*Katja Fox*  
ED8D05B04CA31442  
Name: Katja Fox  
Title: Director

HARBOR HOMES, INC.

10/22/2020

Date

DocuSigned by:  
*Peter Kelleher*  
0184CC32A2AC0442  
Name: Peter Kelleher  
Title: President & CEO



**New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization**

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

OFFICE OF THE ATTORNEY GENERAL

10/27/2020

Date

DocuSigned by:

DSCA9702E32CAAE...

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 C-2 Amendment #1, Budget

New Hampshire Department of Health and Human Services									
Contractor Name: Harbor Homes, Inc.									
Budget Request for: Peer Recovery Support Services Facilitating Organization									
Page# 10									
Budget Period: 7/1/2021-6/30/2022									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	318,818	172,158	492,078	-	-	-	318,818	172,158	492,078
2. Employee Benefits	74,185	49,847	124,142	-	-	-	74,185	49,847	124,142
3. Consultants	18,800	-	18,800	-	-	-	18,800	-	18,800
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	500	50	550	-	-	-	500	50	550
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	2,500	-	2,500	-	-	-	2,500	-	2,500
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	7,500	20	7,520	-	-	-	7,500	20	7,520
7. Occupancy	14,124	3,500	17,624	-	-	-	14,124	3,500	17,624
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	2,700	300	3,000	-	-	-	2,700	300	3,000
Postage	120	20	140	-	-	-	120	20	140
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	1,200	118	1,318	-	-	-	1,200	118	1,318
Insurance	4,500	450	4,950	-	-	-	4,500	450	4,950
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	10,800	1,500	12,300	-	-	-	10,800	1,500	12,300
10. Marketing/Communications	8,000	20	8,020	-	-	-	8,000	20	8,020
11. Staff Education and Training	38,400	100	38,500	-	-	-	38,400	100	38,500
12. Subcontracts/Agreements	1,773,381	-	1,773,381	-	-	-	1,773,381	-	1,773,381
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
TOTAL	2,371,818	228,182	2,600,000	-	-	-	2,371,818	228,182	2,600,000

Indirect As A Percent of Direct 10.0%

05  
pk  
Contractor Insets  
Date 10/22/2020



Lori A. Shibleyette  
Commissioner

Katja S. Fox  
Director

14  
max

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

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

June 22, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive** contract with Harbor Homes, Inc. (VC#155358), Nashua, NH in the amount of \$4,550,000 to develop infrastructure and provide program support to a growing number of Recovery Centers statewide, with the option to renew for up to two (2) additional years, effective retroactive to July 1, 2020 upon Governor and Council approval through June 30, 2022. 29% Federal Funds. 14.95% General Funds. 56.05% Other Funds (Governor's Commission on Alcohol and Other Drugs).

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

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92058501	\$1,275,000
2022	102-500731	Contracts for Prog Svc	92058501	\$1,275,000
			<b>Subtotal</b>	<b>\$2,550,000</b>

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92057501	\$1,000,000
2022	102-500731	Contracts for Prog Svc	92057501	\$1,000,000

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

### EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays with the planning, development, and posting of the Request for Proposal, and the resulting contract.

The purpose of this request is to develop infrastructure and provide program support to a growing number of Recovery Community Organizations (RCOs) and Recovery Centers providing Peer Recovery Support Services (PRSS) across the state. The Department's goal is to create a statewide, geographically diverse PRSS network by increasing capacity through the development of new Recovery Centers and support of existing RCOs. This contract develops two (2) new Recovery Centers and supports a total of sixteen (16) Recovery Centers.

This contract will serve NH citizens over the age of seventeen (17), their families and caregivers, who are seeking to gain, maintain or enhance their recovery from Substance Use Disorders across the state. Peer Recovery Support Services help people become engaged and stay engaged in the recovery process, thus reducing the likelihood of relapse. PRSS are designed and delivered by peers who are in recovery themselves and who are trained to help others to be successful in their recovery. Approximately 82,000 peer recovery support services will be provided annually from July 1, 2020 to June 30, 2022.

The vendor will serve as a Facilitating Organization, initiating two (2) new Recovery Centers and sub-contracting with RCOs for efficient use of funds, oversight and support of all Centers. They will provide project management, training, technical assistance, compliance monitoring, quality improvement assistance, data collection and evaluation of outcome measures for all of the RCOs.

The Department will monitor contracted services using the following performance measures:

- A minimum of sixteen (16) Recovery Centers are open and providing PRSS.
- The Recovery Centers provide a minimum of 82,000 PRSS annually.
- Eighty (80) percent of individuals receiving recovery coaching report an improvement of quality of life.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 5/12/2020 through 6/3/2020. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Paragraph 3, Effective Date/Completion of Services, of the attached contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's overall strategy to address the disease of addiction to alcohol and drugs may be negatively impacted, with fewer individuals gaining and maintaining recovery. Without access to a community-based Peer Recovery Support Services, many individuals may require additional intensive treatment services. Additionally, some individuals may continue in their active addiction, leading to negative medical, legal, and child welfare consequences for those persons, their families and society, incurring much higher costs to the Department and State.

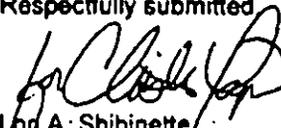
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Area served: Statewide

Source of Funds: 29% Federal funds from the U.S. DHHS, Substance Abuse and Mental Health Services Administration, Substance Abuse Block Grant CFDA # 93.959 FAIN T1010035 and T1083041, 14.95% General funds, 56.05% Other funds (Governor's Commission on Alcohol and Other Drugs).

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

Respectfully submitted



Lori A. Shabinette  
Commissioner



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

PEER RECOVERY SUPPORT  
SERVICES FACILITATING  
ORGANIZATION

RFP-2021-BDAS-04-PEERR

RFP Name

RFP Number

Bidder Name
1. Harbor Homes
2. NextStep
3. 0
4. 0
5. 0
6. 0
7. 0

Pass/Fail	Maximum Points	Actual Points
	330	295
	330	63
	330	0
	330	0
	330	0
	330	0
	330	0

Subject: Peer Recovery Support Services (PRSS) Facilitating Organization (RFP-2021-BDAS-04-PEERR-01)

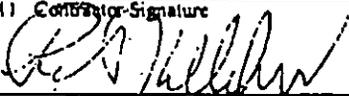
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 77 Northeastern Blvd Nashua, NH 03062	
1.5 Contractor Phone Number (603) 882-3616	1.6 Account Number 05-95-92-920510-33820000 05-95-92-920510-33840000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$4,550,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/19/20		1.12 Name and Title of Contractor Signatory Peter Kelleher President & CEO	
1.13 State Agency Signature  Date: 6/20/20		1.14 Name and Title of State Agency Signatory Katrina SFX, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/26/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 6/19/20

**2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials *FW*  
Date 6/19/20

### 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

### 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date 10/13/06

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services  
Peer Recovery Support Services (PRSS) Facilitating Organization



**EXHIBIT A**

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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 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, this Agreement, and all obligations of the parties hereunder, shall become effective July 1, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to two (2) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

*AM*  
6/19/20

New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization  
**EXHIBIT B**



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Scope of Services

**1. Statement of Work**

- 1.1. The Contractor shall provide services in this agreement to develop infrastructure and provide program support to Recovery Community Organizations (RCO(s)) and Recovery Centers throughout the State.
- 1.2. The Contractor shall ensure services are available throughout the State.
- 1.3. For the purposes of this agreement, all references to days shall mean consecutive calendar days.
- 1.4. For the purposes of this agreement, any reference to business days shall mean Monday through Friday, excluding holidays observed by State of New Hampshire as non-working days.
- 1.5. The Contractor shall provide program management and oversight, and implement a quality improvement process.
- 1.6. The Contractor shall enter into contracts with existing RCOs within ninety (90) days that administer a minimum of thirteen (13) Recovery Centers located in nine (9) different Public Health Regions, and contract for two (2) additional new Recovery Centers, as approved by the Department, by December 30, 2021.
- 1.7. The Contractor shall:
  - 1.7.1. Ensure that contracts for new Recovery Centers will be located in underserved geographic regions that do not have an existing Recovery Center.
  - 1.7.2. Provide a copy of each executed RCO contract to the Department within five (5) days of contract execution.
- 1.8. The Contractor shall provide the following services, on-site or remote, as needed by each RCO:
  - 1.8.1. Technical assistance.
  - 1.8.2. Compliance monitoring.
  - 1.8.3. Data quality and assurance.
- 1.9. The Contractor shall work with each RCO individually to develop an annual work plan, to include the following:
  - 1.9.1. Identify necessary steps and funding requirements to meet the RCO's goals.
  - 1.9.2. Develop and provide recovery coaching and telephone recovery support.
  - 1.9.3. Meet CAPRSS accreditation standards.
  - 1.9.4. Bill Medicaid, Managed Care Organizations (MCO(s)), and other

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Contractor Initials 

Vendor Name

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Date 6/19/20

**New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization  
EXHIBIT B**



insurances.

- 1.9.5. Data collection and meaningful use of data.
- 1.9.6. Training for CRSW credentialing and staff development.
- 1.10. The Contractor shall provide training and technical assistance to each contracted RCO to ensure that all RCOs meet or exceed accreditation standards set forth by Council on Accreditation of Peer Recovery Support Services (CAPRSS) throughout this contracted period. The Contractor shall ensure assistance that aligns with CAPRSS accreditation standards includes, but is not limited to:
  - 1.10.1. Training personnel.
  - 1.10.2. Technical assistance, as needed.
  - 1.10.3. Organizational coaching.
  - 1.10.4. Capacity development consultation.
  - 1.10.5. Administrative support functions, as needed.
  - 1.10.6. Data collection and evaluation.
  - 1.10.7. Quality improvement.
- 1.11. The Contractor shall complete readiness assessments of new RCOs requesting assistance statewide. The Contractor shall:
  - 1.11.1. Determine each RCO's ability to meet or exceed CAPRSS accreditation standards.
  - 1.11.2. Determine each RCO's ability to open a Recovery Center, or additional Recovery Centers if the RCO currently has a Recovery Center(s).
  - 1.11.3. Determine each RCO's capacity to provide Peer Recovery Support Services.
  - 1.11.4. Determine each RCO's commitment to becoming a Medicaid provider and ability to bill MCOs for approved services.
  - 1.11.5. Upon completion of the scan, include a written determination of each RCO's accreditation readiness to the Department with the subsequent quarterly report.
- 1.12. The Contractor shall report on baseline data for each of the thirteen (13) RCO locations to provide Peer Recovery Support Services (PRSS) within ninety (90) days of the effective date of the awarded contract. Baseline data shall include:
  - 1.12.1. Status of meeting CAPRSS accreditation standards.
  - 1.12.2. Recovery Coaching.
  - 1.12.3. Telephone Recovery Services.

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Vendor Name

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Contractor Initials

Date

*MW*

6/19/20

New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization  
**EXHIBIT B**



- 1.12.4. Other PRSS.
- 1.12.5. Location, service hours, and current capacity of Recovery Center(s).
- 1.12.6. Status of Medicaid accreditation, enrollment with Managed Care Organizations (MCOs); and billing for PRSS.
- 1.12.7. Annual budget and amount expected through this grant.
- 1.12.8. Funding sources or contracts other than this contract.
- 1.12.9. Number of staff and volunteers and percentage of them that have been credentialed as a Certified Recovery Support Worker (CRSW).
- 1.12.10. Status of an organizational sustainability plan.
- 1.12.11. Specific areas of PRSS expertise.
- 1.13. The Contractor shall collaborate with federal and state technical assistance assets to develop and provide training and technical assistance to RCOs in order to:
  - 1.13.1. Ensure RCOs will meet or exceed the accreditation standards.
  - 1.13.2. Provide technical assistance to RCOs to enroll in Medicaid as Peer Recovery Program provider-type by the New Hampshire Medicaid Program based on Federal Center for Medicaid and Medicare Services (CMS).
  - 1.13.3. Provide technical assistance to RCOs to contract with NH Managed Care Organizations (MCOs).
  - 1.13.4. Ensure personnel providing PRSS in RCOs are Certified Recovery Support Workers (CRSW) and meet the CAPRSS recovery coaching standards.
  - 1.13.5. Ensure RCOs will expand capacity to provide and maintain Peer Recovery Coaching and Telephone Recovery Support Services.
  - 1.13.6. Ensure that RCOs will develop multiple funding streams to support their services.
  - 1.13.7. Ensure RCOs will establish a plan to sustain Recovery Center(s).
- 1.14. The Contractor shall utilize logistical support provided by the NH BDAS Technical Assistance vendor to facilitate a Community of Practice that allows RCO administrators and leaders to establish and strengthen cooperation, collaboration and informal mentoring among RCOs. The Contractor shall:
  - 1.14.1. Organize regular on-going RCO regional meetings with RCO administrators and leaders.
  - 1.14.2. Ensure meetings are widely advertised to all RCOs, statewide.
  - 1.14.3. Ensure each RCO engages with local and regional partners including,

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Vendor Name

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Contractor Initials

Date

MM  
6/19/20

**New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization  
EXHIBIT B**



but not limited to its local Regional Public Health Network (RPHN) to participate in continuum of care development work.

1.14.4. Ensure each RCO engages with the Mental Health Peer Support Services within the community. The RCO shall:

1.14.4.1. Understand the services offered at the Mental Health Peer Support Centers.

1.14.4.2. Coordinate with Mental Health Peer Support Centers to ensure clients are referred to the Peer Support Center or Recovery Center that best suits their needs.

1.15. The Contractor shall support the ability of each RCO to sustain existing Recovery Centers and open a minimum of one (1) Recovery Center. The Contractor shall:

1.15.1. Work with each RCO that plans to open a new Recovery Center(s) to develop a written plan that includes, but is not limited to:

1.15.1.1. The current organizational structure of the RCO's Recovery Center or the RCO's readiness to open a Recovery Center(s), as appropriate.

1.15.1.2. The process for acquiring and/or rehabilitating a facility to serve as a Recovery Center(s).

1.15.1.3. The RCO's financial viability to support the Recovery Center(s).

1.15.2. Ensure training and technical assistance is available to Recovery Center staff, which may include but is not limited to:

1.15.2.1. Peer Recovery Coaching Services.

1.15.2.2. Telephone Recovery Support Services.

1.15.2.3. Co-occurring mental health and substance use disorders and recovery.

1.15.2.4. Family dynamics of addiction and recovery.

1.15.2.5. Application of ethical codes for CRSWs and volunteers.

1.15.3. Work with each RCO to ensure sustainability of a Recovery Center(s) and services. The Applicant shall:

1.1.1.1. Work with each RCO to develop a written plan to sustain its Recovery Center(s) and services.

1.1.1.2. Assist RCOs to secure funding from other public and private sources to ensure ongoing sustainability of services.

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Vendor Name

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Contractor Initials

Date

*M.*  
6/19/20

**New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization  
EXHIBIT B**



- 1.16. The Contractor shall provide regularly scheduled meetings with each RCO, as necessary, in person and online to monitor the progress of their work plan.
- 1.17. The Contractor shall assist RCOs with performing back office functions that may include, but are not limited to:
  - 1.17.1. Human resource functions.
  - 1.17.2. Financial functions such as accounting, bookkeeping and payroll.
  - 1.17.3. Credentialing for insurance billing.
  - 1.17.4. IT functions.
  - 1.17.5. Grant writing and sustainability functions.
- 1.18. The Contractor shall ensure billing services are available to each RCO until RCOs are able to perform billing functions on their own. Billing functions shall include, but are not limited to:
  - 1.18.1. Submitting PRSS client services covered by Medicaid to the appropriate MCO.
  - 1.18.2. Disbursing payments received from MCOs to the appropriate RCO.
- 1.19. The selected Contractor shall establish an evaluation process used for all RCOs and shall:
  - 1.19.1. Provide access to a Recovery-based electronic data system approved by the Department.
  - 1.19.2. Implement a data collection and organization process.
  - 1.19.3. Identify data evaluation criteria.
  - 1.19.4. Implement an evaluation process.
  - 1.19.5. Evaluate RCOs individually and on an aggregate level.
- 1.20. The Contractor shall ensure technical assistance is available to each RCO in order to collect, analyze and utilize data for the evaluation process in Subsection 1.19., which shall include, but is not limited to:
  - 1.20.1. Demographics, which shall include but are not limited to:
    - 1.20.1.1. Gender.
    - 1.20.1.2. Age.
    - 1.20.1.3. Ethnicity.
    - 1.20.1.4. Race.
    - 1.20.1.5. Veteran status.
  - 1.20.2. Outcome measures, which include:
    - 1.20.2.1. Substance use.

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- 1.20.2.2. Crime and Criminal Justice.
  - 1.20.2.3. Employment and Education.
  - 1.20.2.4. Stability in Housing.
  - 1.20.2.5. Social Connectedness.
  - 1.20.2.6. Retention.
  - 1.20.2.7. Perception of Care.
  - 1.20.2.8. Cost Effectiveness.
  - 1.20.2.9. Referral Source.
  - 1.20.2.10. Income.
  - 1.20.2.11. Health Insurance Coverage.
  - 1.20.2.12. Substance Use Disorder treatment.
  - 1.20.2.13. Recovery capital.
- 1.21. The Contractor shall actively promote the availability and value of PRSS across the State of New Hampshire. Promotions shall include, but not be limited to:
- 1.21.1. Posting on the New Hampshire Recovery Hub website;
  - 1.21.2. Publishing in each Recovery Fix e-newsletter; and
  - 1.21.3. Presenting at local and state-wide meetings, workshops and conferences in conjunction with RCO leadership. The Applicant shall provide, not to be limited to:
    - 1.21.3.1. Location.
    - 1.21.3.2. Title of meeting, workshop(s), or conference(s).
    - 1.21.3.3. Date.
- 1.22. The Contractor shall establish an RCO Association. The Association shall:
- 1.22.1. Encourage participation by all RCOs in the state.
  - 1.22.2. Develop objectives for increasing capacity and quality improvement of PRSS.
  - 1.22.3. Provide a forum for shared learning about changes in the field of PRSS.
  - 1.22.4. Provide information to its members about available resources and funding opportunities.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability

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and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall provide quarterly reports that include but are not limited to:
  - 3.1.1. Updates on baseline data for each RCO under contract.
  - 3.1.2. Progress on each RCO's work plan components.
  - 3.1.3. Number and type of PRSS provided by each RCO and total for the quarter.
  - 3.1.4. Information on RCO trainings and Communities of Practice conducted, including but not limited to, type of training provided, topic and number of attendees.
  - 3.1.5. Back office support provided, as described in Subsection 1.17.
  - 3.1.6. Activities undertaken to promote the availability and value of PRSS.
  - 3.1.7. Key findings from evaluation of client data.
  - 3.1.8. The Contractor shall submit an annual report to the Department that includes, but is not limited to:
    - 3.1.8.1. Baseline data as referenced in Subsection 1.12., of all RCOs under contract.
    - 3.1.8.2. Number and type of PRSS provided by each RCO and total for the year.
    - 3.1.8.3. The number and type of trainings provided over the term of the contract.
    - 3.1.8.4. Amount of payments billed to insurance by each individual RCO and in total for all RCOs.
    - 3.1.8.5. Information regarding clients served and client outcomes, which shall include but not be limited to analysis of outcome measures referenced in Subsection 1.20. by individual RCOs and aggregated for all RCOs.

**4. Performance Measures**

- 4.1. The Contractor shall ensure:
  - 4.1.1. A minimum of sixteen (16) Recovery Centers are open and providing PRSS.

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*[Handwritten Signature]*  
*[Handwritten Date: 1/12/20]*

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- 4.1.2. A minimum of 82,000 PRSS are provided annually.
- 4.1.3. Eighty (80) percent of individuals receiving recovery coaching report an improvement of quality of life.
- 4.1.4. Eighty (80) percent of individuals receiving telephone recovery support services report an improvement in quality of life.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 5. **Additional Terms**
  - 5.1. **Impacts Resulting from Court Orders or Legislative Changes**
    - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
  - 5.2. **Culturally and Linguistically Appropriate Services (CLAS)**
    - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
  - 5.3. **Credits and Copyright Ownership**
    - 5.3.1. 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, "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."
    - 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production,

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distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**5.4. Operation of Facilities: Compliance with Laws and Regulations**

5.4.1. 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.

**6. Records**

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical 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.

6.1.2. All records must 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,

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requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 6.2. 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. 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.

**7. Maintenance of Fiscal Integrity**

- 7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. All 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. The Contractor will be evaluated on the following:

**7.1.1. Days of Cash on Hand:**

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

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

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

**7.1.2. Current Ratio:**

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- 7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 7.1.2.2. Formula: Total current assets divided by total current liabilities.
- 7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 7.1.3. Debt Service Coverage Ratio:
  - 7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
  - 7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
  - 7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
  - 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
  - 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
  - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
  - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
  - 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
  - 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
  - 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of 0.30:1, with a 20% variance allowed.
- 7.1.5. Total Lines of Credit
  - 7.1.5.1. The contractor will provide a listing of every line of credit and amount outstanding for each line.
  - 7.1.5.2. The contractor will report on any new borrowing activities.
  - 7.1.5.3. The contractor will report on any instances of non-compliance with any loan covenant or agreement.

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

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- 7.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 7.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, or
- 7.2.3. Does not meet the reporting timeframe, then
- 7.3. The Department may:
  - 7.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
  - 7.3.2. Require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 7.2.1. and/or 7.2.2. have not been met.
  - 7.3.3. Terminate the contract.
    - 7.3.3.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
    - 7.3.3.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 7.6. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for DHHS contracts submits a resignation or leaves for any other reason.
- 7.7. The Contractor shall create an Audit Sub-Committee of the Board for the purpose of procuring audit services through an open bid process for fiscal year 2021.
- 7.8. Program-level Profit and Loss Statement for the Facilitating Organization shall

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be submitted at the time of invoice. The program-level profit and loss shall include all revenue sources and all related expenditures for that program, and shall include a budget column allowing for budget to actual analysis.

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EXHIBIT C**



**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 29% Federal funds from the U.S. DHHS, Substance Abuse and Mental Health Services Administration, Substance Abuse Block Grant annual award 10/1/19 – 9/30/21 CFDA # 93.959 FAIN T1010035 and T1083041.
  - 1.2. 14.95% General funds.
  - 1.3. 56.05% Other funds (Governor's Commission on Alcohol and Other Drugs).
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
  - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the State which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Lindy.Keller@dhhs.nh.gov](mailto:Lindy.Keller@dhhs.nh.gov), or invoices may be mailed to:

Program Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than sixty (60) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

Harbor Homes, Inc.

Exhibit C

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EXHIBIT C**



8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
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. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
  - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

Harbor Homes, Inc.

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Exhibit C

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Appendix C-1 Budget

New Hampshire Department of Health and Human Services										
Contractor Name: <b>Herber James, Inc.</b>										
Budget Received for: <b>RFP-2021-0048-04-PEER-01 / PEER RECOVERY SUPPORT SERVICES FACILITATING ORGANIZATION</b>										
State of New Hampshire										
Budget Period: <b>1/1/20 - 6/30/21</b>										
Line Item	Description	Fiscal Year 2020			Fiscal Year 2021			Fiscal Year 2022		
		Original Budget	Amended Budget	Total	Original Budget	Amended Budget	Total	Original Budget	Amended Budget	Total
1.01	Salaries	798,785.00	104,794.00	903,579.00	-	-	903,579.00	-	-	903,579.00
1.02	Employee Benefits	71,199.00	24,187.00	95,386.00	-	-	95,386.00	-	-	95,386.00
1.03	Contractors	8,000.00	-	8,000.00	-	-	8,000.00	-	-	8,000.00
1.04	Travel	500.00	50.00	550.00	-	-	550.00	-	-	550.00
1.05	Health and Maintenance	-	-	-	-	-	-	-	-	-
1.06	Telephone	2,200.00	1,200.00	3,400.00	-	-	3,400.00	-	-	3,400.00
1.07	Supplies	-	-	-	-	-	-	-	-	-
1.08	Professional	-	-	-	-	-	-	-	-	-
1.09	Job	-	-	-	-	-	-	-	-	-
1.10	Pharmacy	-	-	-	-	-	-	-	-	-
1.11	Medical	-	-	-	-	-	-	-	-	-
1.12	Other	-	-	-	-	-	-	-	-	-
1.13	Travel	11,600.00	-	11,600.00	-	-	11,600.00	-	-	11,600.00
1.14	Documentary	21,151.00	3,651.00	24,802.00	-	-	24,802.00	-	-	24,802.00
1.15	Current Expenses	-	-	-	-	-	-	-	-	-
1.16	Insurance	2,700.00	500.00	3,200.00	-	-	3,200.00	-	-	3,200.00
1.17	Postage	125.00	250.00	375.00	-	-	375.00	-	-	375.00
1.18	Subscriptions	-	-	-	-	-	-	-	-	-
1.19	Audit and Legal	1,200.00	100.00	1,300.00	-	-	1,300.00	-	-	1,300.00
1.20	Insurance	2,200.00	200.00	2,400.00	-	-	2,400.00	-	-	2,400.00
1.21	Board Expenses	-	-	-	-	-	-	-	-	-
1.22	Salaries	10,000.00	3,000.00	13,000.00	-	-	13,000.00	-	-	13,000.00
1.23	Printing/Communications	500.00	500.00	1,000.00	-	-	1,000.00	-	-	1,000.00
1.24	Self Education and Training	17,000.00	2,700.00	19,700.00	-	-	19,700.00	-	-	19,700.00
1.25	Supplies and Materials	1,447,261.00	-	1,447,261.00	-	-	1,447,261.00	-	-	1,447,261.00
1.26	Other (specify below mandatory)	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>		<b>1,447,261.00</b>	<b>1,082,171.00</b>	<b>2,529,432.00</b>	<b>-</b>	<b>-</b>	<b>2,529,432.00</b>	<b>-</b>	<b>-</b>	<b>2,529,432.00</b>

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Appendix C-3 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Harbor Haven, Inc.

Budget Annual for: RFP-7011-00AS-04-PEER-01 / PEER RECOVERY SUPPORT SERVICES / FACILITATING ORGANIZATION

Budget Period: 7/1/21 - 6/30/23

Line Item	2021			2022			2023		
	Original	Amended	Total	Original	Amended	Total	Original	Amended	Total
1. Total Expenditures	315,443.00	154,784.00	470,227.00						
2. Employee Benefits	78,119.00	35,199.00	113,318.00						
3. Contract/Lease	1,000.00		1,000.00						
4. Maintenance									
5. Materials	800.00	80.00	880.00						
6. Printing and Miscellaneous									
7. Professional/Other Services	2,500.00	1,300.00	3,800.00						
8. Supplies									
9. Telephone									
10. Travel	18,000.00		18,000.00						
11. Occupancy	24,817.00	3,000.00	27,817.00						
12. Contract & Services									
13. Telephone	1,700.00	600.00	2,300.00						
14. Materials	110.00	110.00	220.00						
15. Printing and Miscellaneous									
16. Professional/Other Services	1,000.00	100.00	1,100.00						
17. Supplies	1,000.00	400.00	1,400.00						
18. Telephone									
19. Travel	11,400.00	3,000.00	14,400.00						
20. Occupancy	2,000.00	500.00	2,500.00						
21. Contract & Services	20,000.00	1,000.00	21,000.00						
22. Telephone	1,217,000.00		1,217,000.00						
23. Other (specify source regulatory)									
DEPARTMENT TOTAL EXPENDITURES: 470,227.00 2021 154,784.00 2022 0.00 2023									

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New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

Vendor Initials

Date

MW  
6/19/20

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

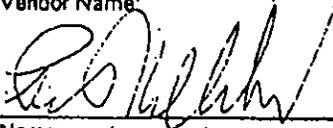
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

6/19/20  
Date

Vendor Name:  
  
Name: Peter Kelker  
Title: President & CEO

Vendor Initials PK  
Date 6/19/20

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

The Vendor 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.

Vendor Name:

6/19/00  
Date

[Signature]  
Name:  
Title:

Vendor Initials AV  
Date 6/19/00

New Hampshire Department of Health and Human Services  
Exhibit F



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

The Vendor 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

Vendor Initials

*PN*

Date

6/19/20

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(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.

Vendor Name:

6/19/20  
Date

[Signature]  
Name:  
Title:

Vendor Initials MW  
Date 6/19/20

New Hampshire Department of Health and Human Services  
Exhibit G



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

The Vendor 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:

Vendor 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

Vendor Initials

*MW*

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

6/19/20

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

6/19/20  
Date

Vendor Name:

Name:  
Title:

Exhibit G

Vendor Initials

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

Date

6/19/20

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The Vendor 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 Vendor 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.

6/19/20  
Date

Vendor Name:

Name:  
Title:

Vendor Initials

Date

6/19/20

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

3/2014

Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Contractor Initials

*AV*

Date

*12/19/20*

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Contractor Initials

AW

Date

6/19/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

Date

*[Handwritten Signature]*  
6/19/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Contractor Initials

ANN

Date

6/19/20

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

*PLW*  
Date 6/19/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/22/20  
Date

Harbor Homes Inc  
Name of the Contractor

Peter Kelleher  
Signature of Authorized Representative

Peter Kelleher  
Name of Authorized Representative

President & CEO  
Title of Authorized Representative

6/19/20  
Date

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

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

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

Contractor Name:

6/19/20  
Date

[Signature]  
Name:  
Title:

New Hampshire Department of Health and Human Services  
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**FORM A**

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

1. The DUNS number for your entity is: 13-166-4357
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

Contractor Initials PW  
Date 6/19/20

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A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

*[Handwritten Signature]*  
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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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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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 Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and 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

*[Handwritten Signature]*

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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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