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**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL

JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL



March 19, 2019

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

**REQUESTED ACTION**

Authorize the Department of Justice to enter into a subgrant with Harbor Homes, Inc., Nashua NH (Vendor #155358-R001) in an amount not to exceed \$853,000 from the Federal Bureau of Justice Assistance, Office of Justice Programs for the purpose of creating a pilot program utilizing live streaming technology to facilitate drug abuse treatment and recovery options throughout the State for justice-involved individuals upon Governor and Executive Council approval through September 30, 2021. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-5897	<u>FY 2019</u>
Swift Sanctions	
072-500576 Grants Federal	\$853,000

**EXPLANATION**

The New Hampshire Department of Justice is seeking approval to subgrant funds, received from the Bureau of Justice Assistance entitled Comprehensive Opioid Abuse Site-Based Program, to Harbor Homes, Inc. to help facilitate a new technology-based program for treatment and recovery options for justice-involved individuals suffering from drug abuse.

Harbor Homes is a New Hampshire non-profit organization that provides support services for individuals who are homeless, at risk of being homeless, or living with disabilities. Harbor Homes will partner with three recovery centers, located in Keene, Dover and Littleton, to develop an innovative program that will allow residents, with little or no access to conventional treatment and recovery resources, an opportunity to receive the care that they need.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
March 19, 2019  
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This program will combine the use of technology, specifically internet enabled tablets, a dedicated project coordinator, and the development of a secure application to allow for real time case monitoring. This project will create a model for justice involved individuals all over the state to access recovery and treatment services despite geographical limitations. Individuals will be able to access life-saving, face to face contact with peer recovery coaches and/or licensed clinicians 24 hours a day 7 days a week.


The performance and effectiveness of this grant will be measured by the increase in services with a goal to increase services by 10% in the first year and 15% in years two and three with an ultimate goal of maintaining abstinence or reducing the use of opioids for individuals enrolled in the program.

The program outcome will be evaluated by the number of individuals served, which includes a reduction in probation and/or parole violations and lower recidivism rates.

In the event federal funds are no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions. Your consideration of this request is greatly appreciated.

Respectfully submitted,



Gordon J. MacDonald  
Attorney General

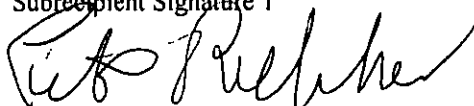
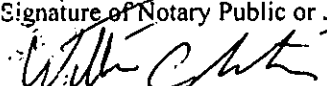
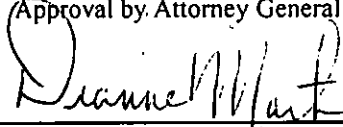
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## GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

1.1. State Agency Name <b>New Hampshire Department of Justice</b>		1.2. State Agency Address <b>33 Capitol Street, Concord, NH 03301</b>	
1.3. Subrecipient Name <b>Harbor Homes Inc.</b>		1.4. Subrecipient Address <b>45 High Street, Nashua, NH 03060</b>	
1.5 Subrecipient Phone # <b>603-821-7788</b>	1.6. Account Number <i>KAC</i> <b>02-20-20-201510-<del>3388</del>-072</b>	1.7. Completion Date <b>09/30/2021</b>	1.8. Grant Limitation <b>\$853,000.00</b>
1.9. Grant Officer for State Agency <b>Kathleen B. Carr</b>		1.10. State Agency Telephone Number <b>603-271-1234</b>	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 <b>Peter Kelleher President &amp; CEO</b>	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of <i>Hillsborough</i> on <i>1/23/19</i> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace 			
(Seal)		<b>WILLIAM C. MARTIN</b> Justice of the Peace - New Hampshire My Commission Expires November 4, 2020	
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) <b>Kathleen Carr</b>		1.15. Name & Title of State Agency Signor(s) <b>Kathleen Carr; Director of Administration</b>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: <b>3/8/19</b>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <b>1/1</b>			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her




personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.

19. **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 first above given.

20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **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.

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

24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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1/23/19

## EXHIBIT A

### -SCOPE OF SERVICES-

1. Harbor Homes Inc., as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of the opioid crisis in compliance with the terms, conditions, specifications, and scope of work as outlined in the OVC Federal Grant application titled; NH DOJ Comprehensive Opioid Abuse Site-Based Program (COAP) Category 2.
  
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
  
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
  
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
  
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
  
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271- 8090 or Thomas.Kaempfer@doj.nh.gov

Subrecipient Initials PK

Date 1/23/19

## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$853,000 of the total Grant Limitation upon Governor and Council approval through 09/30/2021 with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

*Pg*  
1/23/2019

**EXHIBIT C**

**-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials PA  
Date 1/23/19



## Non-supplanting Certification

### Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

### Supplanting and job retention

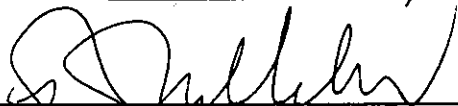
A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

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The Harbor Homes, Inc (Applicant) certifies that any funds awarded through grant number 2018COAP01 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The Harbor Homes, Inc (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Peter Kelleher, President & CEO

Signature:  Date: 1/23/19

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

**I. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

#### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(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

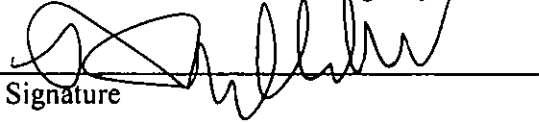
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Peter Kelleher, President & CEO

Name and Title of Head of Agency



Signature

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Date

Harbor Homes, Inc. 77 Northeastern Blvd

Name and Address of Agency

## SPECIAL CONDITIONS – Appendix I

### 1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the NH Department of Justice taking appropriate action with respect to the subrecipient and the award. Among other things, the NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. The NH Department of Justice ("NHDOJ"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government or the New Hampshire Department of Justice related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

### 2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from NHDOJ.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by NHDOJ under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to NHDOJ subawards ("subgrants"), see the United States Department of Justice website at <https://DOJ.gov/funding/Part200UniformRequirements.htm>.

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Record retention and access: Records pertinent to the award that the subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by NHDOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact NHDOJ promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the DOJ website (currently, the "DOJ Grants Financial Guide" available at <https://DOJ.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to NHDOJ awards (that is, NHDOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

5. Requirements related to "de minimis" indirect cost rate

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(t); and that elects to use the "de minimis" indirect cost rate, must advise NHDOJ in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards

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have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the DOJ awarding agency (NHDOJ or OYW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

#### 7. Requirements related to System for Award Management and Universal Identifier Requirements

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subrecipient also must comply with applicable restrictions on subawards, including restrictions on subawards to entities that do not acquire and provide (to the subrecipient) the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the NHDOJ web site at <https://NHDOJ.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### 8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The subrecipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII)" (2 CFR 200.79) within the scope of an NHDOJ grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an NHDOJ Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

#### 9. All subawards ("subgrants ") must have specific federal authorization

The subrecipient at any tier must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants

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administrative requirements -- NHDOJ considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the NHDOJ web site at <https://NHDOJ.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and NHDOJ authority to terminate award)

The subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the subrecipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the NHDOJ web site at <https://DOJ.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients and subrecipients related to trafficking in persons (including reporting requirements and NHDOJ authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to NHDOJ in the manner (including within the timeframes) specified by NHDOJ in the applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

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15. NHDOJ Training Guiding Principles

Any training or training materials that the subrecipient develops or delivers with NHDOJ award funds must adhere to the DOJ Training Guiding Principles for Grantees and Subgrantees, available at <https://DOJ.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

16. Effect of failure to address audit issues

The subrecipient understands and agrees that the DOJ awarding agency (NHDOJ or OYW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (NHDOJ or OYW, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements

that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients and subrecipients that are faith-based or religious organizations.

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by NHDOJ may not be used by the subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by NHDOJ from being used by the subrecipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact NHDOJ for guidance, and may not proceed without the express prior written approval of NHDOJ.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at [https://NHDOJ.gov/funding/Explore/FY 18AppropriationsRestrictions.htm](https://NHDOJ.gov/funding/Explore/FY18AppropriationsRestrictions.htm), and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact NHDOJ for guidance, and may not proceed without the express prior written approval of NHDOJ.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subrecipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent,

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subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7 100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-988 1 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

25. In accepting this award, the subrecipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25. Compliance with 41 U.S.C. 47 12 (including prohibitions on reprisal; notice to employees)

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The subrecipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U. S.C. 47 12, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the work force), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 47 12 to this award, the subrecipient is to contact the DOJ awarding agency (NHDOJ) for guidance.

#### 26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

#### 27. Requirement to disclose whether subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the subrecipient is designated "high risk" by a federal grant-making agency currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to NHDOJ in writing via mail to the Grants Management Unit, NH Department of Justice, 33 Capitol Street, Concord, NH 03301. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the subrecipient must provide the program manager with the following information and itemized costs:

1) name of event;

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- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The subrecipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

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Further instructions regarding the submission of this data, and how to determine costs, are available in the NHDOJ Financial Guide Conference Cost Chapter.

29. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the NHDOJ program office prior to obligation or expenditure of such funds.

30. The subrecipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-AR-BX-K006 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

31. The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

32. Subrecipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and F APIIS

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this NHDOJ award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of NHDOJ awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

33. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the subrecipient must comply with DOJ's Global

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Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The subrecipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

[https://it.NHDOJ.gov/gsp\\_grantcondition](https://it.NHDOJ.gov/gsp_grantcondition). The subrecipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

34. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

35. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

#### 36. Cooperating with NHDOJ/NHDOJ Monitoring

The subrecipient agrees to cooperate with NHDOJ and NHDOJ monitoring of this award pursuant to NHDOJ's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subrecipient agrees to provide to NHDOJ all documentation necessary for NHDOJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the subrecipient agrees to abide by reasonable deadlines set by NHDOJ for providing the requested documents. Failure to cooperate with NHDOJ's monitoring activities may result in actions that affect the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subrecipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subrecipient as a DOJ High Risk grantee; or termination of an award(s).

39. The award subrecipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

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40. Protection of human research subjects

The subrecipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all NHDOJ policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

41. Confidentiality of data

The subrecipient must comply with all confidentiality requirements of 42 USC 3789 and 28 CFR Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, 28 CFR 22.23.

42. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award subrecipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the NHDOJ official indicated in the program announcement under which this award is made.

43. The subrecipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

44. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

45. Copyright; Data rights

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The subrecipient acknowledges that NHDOJ reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward ; and (2) any rights of copyright to which a subrecipient or -subrecipient purchases ownership with Federal support.

The subrecipient acknowledges that NHDOJ has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

46. The subrecipient agrees to budget funds for up to two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the subrecipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47. The subrecipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required NHDOJ conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures until the awarding agency has reviewed and approved the subrecipient's budget and budget narrative.

48. The subrecipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the subrecipient submits to NHDOJ a current, federally-approved indirect cost rate agreement, or (2) the subrecipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f) , and advises NHDOJ in writing of both its eligibility and its election.

Subrecipient Initials

BA

Date

1/23/19

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>Harbor Homes, Inc</u>	
Address: <u>77 Northeastern Blvd. Nashua, NH 03062</u>	
Is agency a: <input checked="" type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number: <u>13-1864357</u>	Vendor Number (only if direct recipient) <u>155358-8001</u>
Name and Title of Contact Person: <u>Linda Falco Director of Human Resources</u>	
Telephone Number: <u>603-882-3616</u>	E-Mail Address: <u>L.falco@NHPartnership.org</u>

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Less than fifty employees.       Indian Tribe       Medical Institution.  
 Nonprofit Organization       Educational Institution       Receiving a single award(s) less than \$25,000.

I, Linda Falco [responsible official], certify that Harbor Homes, Inc.

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that Harbor Homes, Inc. [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Linda Falco Director of Human Resources

Linda Falco

2/8/19

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_

[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

### Section C Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date



## INSTRUCTIONS

### Completing the Certification Form Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

**Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.**

#### Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

#### Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

#### Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

#### Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list, including, name, address and DUNS # of each such sub-recipient by completing Section D.

#### Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: [EEOPForms@usdoj.gov](mailto:EEOPForms@usdoj.gov). *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

## Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

# State of New Hampshire

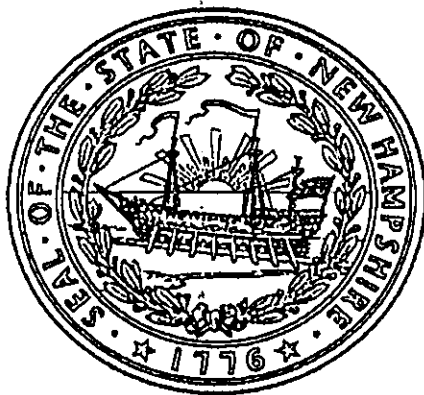
## Department of State

### 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 : 0004097603



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. 2018.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE.**

I, Trent Smith, Vice Chair, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Harbor Homes, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 1/23/19  
(Date)

RESOLVED: That the President & CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State of New Hampshire Department of Justice and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23<sup>rd</sup> day of January, 2019.  
(Date Contract Signed)

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

of the Agency.

Trent Smith  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

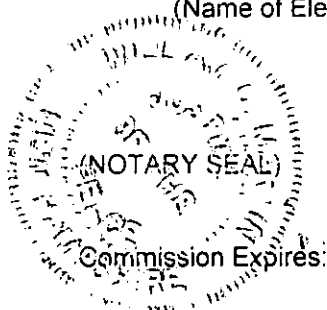
County of Hillsborough

The forgoing instrument was acknowledged before me this 23<sup>rd</sup> day of Jan., 2019.

By Trent Smith  
(Name of Elected Officer of the Agency)

William C. Martin  
(Notary Public/Justice of the Peace)

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







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/26/2019

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

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

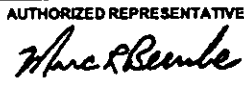
<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	<b>CONTACT NAME:</b> Kimberly Gutekunst <b>PHONE (A/C, No, Ext):</b> 603-882-2766 <b>E-MAIL ADDRESS:</b> kgutekunst@eatonberube.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HARHO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

**COVERAGES**                      **CERTIFICATE NUMBER:** 1624728818                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		S2288207	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			308871	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			308873	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	01000011752	11/26/2018	11/26/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B D	Professional Liability Management Liability Crime			L1VA968006 PHSD1258480 S2288207	7/1/2018 7/1/2018 7/1/2018	7/1/2019 7/1/2019 7/1/2019	Professional "Gap" \$1,000,000 D&O \$1,000,000 Employee Dishonesty \$510,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Named Insureds:  
 Harbor Homes, Inc. - FID# 020351932  
 Harbor Homes II, Inc.  
 Harbor Homes III, Inc.  
 Healthy at Homes, Inc. - FID# 043364080  
 Milford Regional Counseling Service, Inc. - FID# 222512360  
 Southern New Hampshire HIV/AIDS Task Force - FID# 020447280  
 Welcoming Light, Inc. - FID# 020481648  
 See Attached...

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Justice 33 Capitol St Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



**ADDITIONAL REMARKS SCHEDULE**

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

**ADDITIONAL REMARKS**

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

HH Ownership, Inc.  
 Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859  
 Boulder Point, LLC - Map 213/Lot 5.3, Boulder Point Drive, Plymouth, NH 03264

**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy at Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV/AIDS Task Force)

David Aponovich - (6/19)  
[REDACTED]  
Nashua, NH 03060  
[REDACTED]  
[REDACTED]  
(3rd term+)

**Treasurer**  
- (Chair, Finance Committee)  
- (Facilities Committee)  
- (Executive Committee)  
[REDACTED]

Thomas I. Arnold, III - (6/20)  
[REDACTED]  
Merrimack, NH 03054  
[REDACTED]  
[REDACTED]  
(1<sup>st</sup> term)

- (Chair, Governance Committee)  
- (RDP Committee)  
- (Finance Committee)  
[REDACTED]

Jack Balcom - (6/21)  
[REDACTED]  
Merrimack, NH 03054  
[REDACTED]  
[REDACTED]  
(2nd term)

- (Facilities Committee)  
[REDACTED]

Vijay Bhatt - (6/20)  
[REDACTED]  
Burlington MA 01803  
[REDACTED]  
(1<sup>st</sup> term)

- (Governance Committee)  
- (RDP Committee)  
[REDACTED]

Richard Carvalho - (6-21)  
[REDACTED]  
Merrimack, NH 03054  
[REDACTED]  
(1<sup>st</sup> term)

[REDACTED]

Vincent Chamberlain - (6/21)  
[REDACTED]  
Brookline, NH 03033  
[REDACTED]  
[REDACTED]  
(3rd term)

- (Governance Committee)  
- (Finance Committee)  
[REDACTED]

Phil Duhalme - (6-20)  
[REDACTED]  
Merrimack, NH 03054  
[REDACTED]  
[REDACTED]  
(2nd term)

- (Governance Committee)  
[REDACTED]

Jared Freilich - (6-20)  
[REDACTED]  
Hampstead, NH 03841  
[REDACTED]  
(1<sup>st</sup> term)

**Asst. Treasurer**  
- (Finance Committee)  
- (Executive Committee)  
[REDACTED]

Laurie Goguen - (6-20)  
[REDACTED]  
Nashua, NH 03060  
[REDACTED]  
(1<sup>st</sup> term)

**Asst. Secretary**  
- (HCC Oversight Committee)  
- (Executive Committee)  
[REDACTED]

Joel Jaffe - (6-20)  
[REDACTED]  
Litchfield, NH 03052  
[REDACTED]  
[REDACTED]  
(2nd term)

**Secretary**  
- (Executive Committee)  
[REDACTED]

Lynn King - (6-19)  
[REDACTED]  
Nashua, NH 03063  
[REDACTED]  
[REDACTED]  
(2<sup>nd</sup> term)

- (Chair, RDP Committee)  
- (Governance Committee)  
[REDACTED]

Ed McDonough - (6/19)  
[REDACTED]  
Nashua, NH, 03062

- (Governance Committee)  
- (RDP Committee)

**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy at Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV/AIDS Task Force)

[REDACTED]  
(1<sup>st</sup> term)

[REDACTED]

Rick Plante - (6/20)  
[REDACTED]  
Manchester, NH 03102  
[REDACTED]  
[REDACTED]  
(2nd term)

- (Chair, Facilities Committee)
- (RDP Committee)

[REDACTED]

Dan Sallet - (6/20)  
[REDACTED]  
Ayer, MA 01432  
[REDACTED]  
[REDACTED]  
(3rd term)

- Chair of the Board**
- (Finance Committee)
  - (Executive Committee)

[REDACTED]

Trent Smith - (6/21)  
[REDACTED]  
Milford, NH 03055  
[REDACTED]  
[REDACTED]  
(2nd term)

- Vice Chair**
- (Chair, HCC Oversight Committee)
  - (Chair, Executive Committee)
  - (RDP Committee)

[REDACTED]

**HARBOR HOMES, INC.**  
**Consolidated Financial Statements**  
**For the Year Ended June 30, 2018**  
**(With Independent Auditors' Report Thereon)**

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Harbor Homes, Inc.

**Additional Offices:**

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

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Harbor Homes, Inc. (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2018, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We did not audit the financial statements of Healthy at Home, Inc., whose statements reflect total assets constituting 1% of consolidated total assets at June 30, 2018, and total revenues constituting 5% of consolidated total revenues for the year then ended. Those statements were audited by other auditors, whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Healthy at Home, Inc., is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

### **Opinion**

In our opinion, based on our audit and the report of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. as of June 30, 2018, and the changes in its net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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

We have previously audited Harbor Homes, Inc.'s fiscal year 2017 financial statements, including the fiscal year 2017 financial statements of the entities included in these consolidated financial statements (except for Healthy at Home, Inc. which was audited by other auditors who expressed an unmodified audit opinion on those audited financial statements), and we expressed unmodified audit opinions on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Consolidating Statement of Financial Position and the Consolidating Statement of Activities are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing



and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

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

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2018 on our consideration of Harbor Homes, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Harbor Homes, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Harbor Homes Inc.'s internal control over financial reporting and compliance.

*Melanson Heath*

December 20, 2018

HARBOR HOMES, INC.

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

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

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

HARBOR HOMES, INC.

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

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

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

**HARBOR HOMES, INC.**

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

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

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

HARBOR HOMES, INC.

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

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

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

## HARBOR HOMES, INC.

### Notes to the Consolidated Financial Statements

#### 1. **Organization:**

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

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

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

**Boulder Point, LLC** - A New Hampshire Limited Liability Company, whose purpose is to acquire, own, develop, construct and/or rehabilitate, manage, and operate a new veterans housing project in Plymouth, New Hampshire. Harbor Homes Plymouth, LLC is a 0.01% investor member and the manager member.

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

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

**Healthy at Home, Inc.** - Provides home healthcare services to residents of Nashua and surrounding communities and strives to enhance the lives of people with illness or injury through a cooperative relationship with the community, professional medical service providers, and associations that

serve people in need of healthcare. Homecare, rehabilitative, and private duty nursing services are provided in the individual's home setting.

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

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

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

## 2. **Significant Accounting Policies:**

### ***Comparative Financial Information***

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

### ***Cash and Cash Equivalents***

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

### ***Accounts Receivable, Net***

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

### ***Patient Receivables, Net***

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

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

### ***Inventory***

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

### ***Investments***

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

### ***Property and Equipment***

Property and equipment additions over \$5,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs



that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2018.

### ***Net Assets***

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

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

**Temporarily Restricted Net Assets** – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Consolidated Statement of Activities as net assets released from restrictions.

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

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

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

### ***Patient Services Revenues, Net***

Patient services revenues, net is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. Self-pay revenue is recorded at published charges with charitable allowances

deducted to arrive at net self-pay revenue. All other patient services revenue is recorded at published charges with contractual allowances deducted to arrive at patient services, net. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred. Included in third-party receivables are the outstanding uncompensated care pool payments.

### ***Charity Care***

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

### ***Accounting for Contributions***

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

### ***Gifts-in-Kind Contributions***

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fund-

raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

### ***Grant Revenue***

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

### ***Functional Allocation of Expenses***

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

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

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

### ***Change in Net Assets Before Depreciation***

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

### ***Income Taxes***

The entities included in these consolidated financial statements (with the exception of Harbor Homes Plymouth, LLC and Boulder Point, LLC) have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as organizations described in IRC Section 501(c)(3), qualify for charitable

contribution deductions, and have been determined not to be private foundations. A Return of Organization Exempt from Income Tax (Form 990), is required to be filed with the IRS for each entity. In addition, net income that is derived from business activities that are unrelated to an entity's exempt purpose is subject to income tax. In fiscal year 2018, Harbor Homes, Inc. and Milford Regional Counseling Services, Inc. were subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

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

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

### ***Estimates***

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

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies and entities supportive of the Organization's mission. Investments are monitored regularly by the Organization. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Organization believes that its investment strategies are prudent for the long-term welfare of the Organization.

### ***Fair Value Measurements and Disclosures***

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly

to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

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

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

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

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

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

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of investments – Note 4.
- Recurring measurement of lines of credit – Note 9.
- Recurring measurement of mortgages payable – Notes 10 – 12.

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

### ***Reclassifications***

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

### **3. Restricted Cash:**

Restricted cash at June 30, 2018 consists of escrow and reserve accounts which are held for various purposes, and are comprised of the following:

Construction escrows	\$	471,769
Reserve for replacements		547,792 *
Residual receipt deposits		13,062 *
Security deposits		<u>64,038</u>
Total	\$	<u><u>1,096,661</u></u>

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

### **4. Investments:**

Investments consist of the following at June 30, 2018:

	Fair Value	Level 1	Level 3
Equities	\$ 19,426	\$ 19,426	\$ -
Other investments	<u>173,305</u>	<u>-</u>	<u>173,305</u>
Total	\$ <u><u>192,731</u></u>	\$ <u><u>19,426</u></u>	\$ <u><u>173,305</u></u>

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

**5. Accounts Receivable, Net:**

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

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

**6. Patient Receivables, Net:**

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

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

**7. Property, Equipment, and Depreciation:**

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

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

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

**8. Accrued Expenses:**

Accrued expenses at June 30, 2018 include the following:

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

**9. Lines of Credit:**

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

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



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

**Greater Nashua Council on Alcoholism** - \$750,000 line of credit available from Merrimack County Savings Bank, due on demand, and secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate plus 1.00% (6.00% at June 30, 2018) to Merrimack County Savings Bank. As of June 30, 2018, the credit line had an outstanding balance of \$348,779.

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

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

**10. Mortgages Payable, Tax Credits:**

Mortgages payable, tax credits consist of mortgages payable by Harbor Homes, Inc. to the Community Development Finance Authority through the Community Development Investment Program, payable through the sale of tax credits to donor organizations, maturing in 2020, secured by real property located at 59 Factory Street in Nashua, NH. This amount is amortized over ten years at zero percent interest. The amount due at June 30, 2018 is \$58,237.

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

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

## 11. Mortgages Payable:

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

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

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

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

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

**12. Mortgages Payable, Deferred:**

The Organization has deferred mortgages outstanding at June 30, 2018 totaling \$8,571,209. These loans are interest free, and are not required to be repaid unless the Organization is in default with the terms of the loan agreements or, for certain loans, if an operating surplus occurs within that program.

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

City of Manchester:	
Somerville Street property	\$ <u>300,000</u>
Total City of Manchester	300,000
City of Nashua:	
Factory Street property	580,000
Spring Street property	491,000
Strawberry Bank condominiums	80,000
High Street fire system	<u>65,000</u>
Total City of Nashua	1,216,000
Department of Housing and Urban Development:	
Strawberry Bank condominiums	<u>436,400</u>
Total Department of Housing and Urban Development	436,400
Federal Home Loan Bank (FHLB):	
Boulder Point property	952,713
Factory Street property	400,000
Somerville Street property	400,000
Spring Street property	398,747
Amherst Street property	<u>385,000</u>
Total FHLB	2,536,460
NHHFA:	
Amherst Street property	1,500,000
Factory Street property	1,000,000
Spring Street property	550,000
Charles Street property	32,349
Somerville Street property	<u>1,000,000</u>
Total NHHFA	<u>4,082,349</u>
Total Mortgages Payable, Deferred	<u>\$ 8,571,209</u>

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

**13. Temporarily Restricted Net Assets:**

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

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

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

**14. Patient Services Revenue (FQHC), Net:**

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

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

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

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

**15. Client Rental Assistance:**

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

**16. Plymouth NH Veterans Housing Project:**

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

**17. Deferred Compensation Plan:**

In fiscal year 2018, the Organization offered a 401(k) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the year ended June 30, 2018 were \$454,960.

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

**18. Concentration of Risk:**

The Organization received revenue as follows:

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

**19. Contingencies:**

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

**20. Supplemental Disclosure of Cash Flow Information:**

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

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Consolidated Statement of Financial

Position to the same such amounts reported in the Consolidated Statement of Cash Flows.

Cash and Cash Equivalents	\$ 480,242
Restricted Cash	<u>1,096,661</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Consolidated Statement of Cash Flows	<u>\$ 1,576,903</u>

**21. Change in Accounting Principle:**

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

**22. Subsequent Events:**

Subsequent events have been evaluated through December 31, 2018, which is the date the financial statements were available to be issued.

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

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

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

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

HARBOR HOMES, INC.

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

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

	Harbor Homes, Inc.	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Home, Inc.	Welcoming Light, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Millard Regional Counseling Services, Inc.	Subtotal	Eliminations	2018 Total	2017 Total
<b>ASSETS</b>													
<b>Current Assets:</b>													
Cash and cash equivalents	\$ 2,275	\$ 903	\$ 2,508	\$ 1,556	\$ 315,659	\$ 39,447	\$ 9,572	\$ 95,156	\$ 13,168	\$ 480,242	\$ -	\$ 480,242	\$ 754,353
Restricted cash	891,720	28,332	69,272	13,256	29,752	-	64,329	-	-	1,098,661	-	1,098,661	614,739
Accounts receivable, net	1,336,150	1,379	553	-	555,874	-	952	152,267	13,244	2,060,419	-	2,060,419	2,784,965
Patent receivables, net	1,023,946	-	-	-	-	277,102	-	-	-	1,301,048	-	1,301,048	1,079,605
Promises to give	-	-	-	-	-	-	-	-	-	-	-	-	8,000
Due from related organizations	145,432	-	-	-	-	-	-	-	2,320	147,752	(147,752)	-	-
Investments	192,731	-	-	-	-	-	-	-	-	192,731	-	192,731	493,543
Inventory	123,078	-	-	-	-	-	-	-	-	123,078	-	123,078	67,277
Other assets	53,481	-	-	-	-	16,924	-	750	-	71,155	-	71,155	101,770
<b>Total Current Assets</b>	<b>3,768,813</b>	<b>30,614</b>	<b>72,333</b>	<b>14,812</b>	<b>901,285</b>	<b>333,473</b>	<b>74,853</b>	<b>248,173</b>	<b>28,730</b>	<b>5,473,066</b>	<b>(147,752)</b>	<b>5,325,334</b>	<b>5,904,252</b>
<b>Noncurrent Assets:</b>													
Property and equipment, net	24,214,377	320,659	200,980	311,803	5,805,937	12,581	213,186	6,536	152,282	31,038,341	(70,000)	30,968,341	30,353,542
Due from related organizations	1,403,059	-	-	-	266,004	-	121,479	82,988	-	1,873,530	(1,873,530)	-	-
Deferred compensation plan assets	16,800	-	-	-	-	-	-	-	-	16,800	-	16,800	-
Prepaid land lease	285,000	-	-	-	-	-	-	-	-	285,000	(285,000)	-	-
<b>Total Noncurrent Assets</b>	<b>25,919,236</b>	<b>320,659</b>	<b>200,980</b>	<b>311,803</b>	<b>5,871,941</b>	<b>12,581</b>	<b>334,665</b>	<b>89,524</b>	<b>152,282</b>	<b>33,213,671</b>	<b>(2,228,530)</b>	<b>30,985,141</b>	<b>30,353,542</b>
<b>Total Assets</b>	<b>29,688,049</b>	<b>\$ 351,273</b>	<b>\$ 273,313</b>	<b>\$ 326,615</b>	<b>\$ 6,773,226</b>	<b>\$ 346,054</b>	<b>\$ 409,518</b>	<b>\$ 337,697</b>	<b>\$ 181,012</b>	<b>\$ 38,686,757</b>	<b>\$ (2,376,282)</b>	<b>\$ 36,310,475</b>	<b>\$ 36,257,794</b>
<b>LIABILITIES AND NET ASSETS</b>													
<b>Current Liabilities:</b>													
Lines of credit	\$ 702,208	\$ -	\$ -	\$ -	\$ 348,779	\$ 234,436	\$ -	\$ -	\$ -	\$ 1,285,423	\$ -	\$ 1,285,423	\$ 1,094,935
Current portion of capital leases payable	-	-	-	-	-	-	-	-	-	-	-	-	18,304
Current portion of mortgages payable	281,658	29,957	17,444	-	128,006	-	21,269	-	18,254	496,608	-	496,608	450,736
Accounts payable	731,227	5,484	2,005	957	45,128	-	3,526	77,498	165	865,390	-	865,390	1,289,475
Accrued expenses	1,375,281	3,275	1,853	1,079	214,127	109,280	2,741	27,289	7,284	1,742,169	-	1,742,169	1,464,378
Due to related organizations	17,952	-	5,781	5,917	-	115,782	-	2,320	-	147,752	(147,752)	-	-
Deferred revenue	621,395	-	-	-	-	4,676	-	-	-	626,071	(285,000)	341,071	33,017
Other liabilities	12,077	-	-	-	-	-	-	-	-	12,077	-	12,077	5,582
<b>Total Current Liabilities</b>	<b>3,741,798</b>	<b>38,716</b>	<b>27,083</b>	<b>7,353</b>	<b>736,040</b>	<b>484,154</b>	<b>27,566</b>	<b>107,107</b>	<b>25,683</b>	<b>5,175,490</b>	<b>(432,752)</b>	<b>4,742,738</b>	<b>4,356,427</b>
<b>Long-Term Liabilities:</b>													
Due to related organizations	1,320,108	175,463	-	-	27,012	-	291,480	-	59,467	1,873,530	(1,873,530)	-	-
Security deposits	57,660	4,018	2,494	1,317	-	-	1,079	-	2,350	68,918	-	68,918	67,636
Deferred compensation plan liabilities	16,800	-	-	-	-	-	-	-	-	16,800	-	16,800	-
Mortgages payable, tax credits	158,237	-	-	-	-	-	-	-	-	158,237	-	158,237	79,280
Mortgages payable, net of current portion	11,420,217	344,145	238,895	-	3,806,781	-	171,208	-	1,804	15,783,030	-	15,783,030	15,245,171
Mortgages payable, deferred	6,169,809	-	-	518,400	1,885,000	-	-	-	-	8,571,209	-	8,571,209	7,618,496
<b>Total Long-Term Liabilities</b>	<b>19,142,631</b>	<b>523,626</b>	<b>241,389</b>	<b>517,717</b>	<b>5,513,773</b>	<b>-</b>	<b>463,767</b>	<b>-</b>	<b>63,621</b>	<b>26,471,724</b>	<b>(1,873,530)</b>	<b>24,598,194</b>	<b>24,010,583</b>
<b>Total Liabilities</b>	<b>22,884,629</b>	<b>562,342</b>	<b>268,472</b>	<b>525,070</b>	<b>6,254,813</b>	<b>484,154</b>	<b>491,323</b>	<b>107,107</b>	<b>89,304</b>	<b>31,647,214</b>	<b>(2,306,282)</b>	<b>29,340,932</b>	<b>28,367,010</b>
<b>Unrestricted Net Assets (Deficit)</b>													
Unrestricted Net Assets (Deficit)	6,685,115	(211,069)	4,841	(198,455)	518,413	(118,100)	(81,805)	230,590	91,708	6,921,238	(70,000)	6,851,238	7,581,606
Temporarily Restricted Net Assets	118,305	-	-	-	-	-	-	-	-	118,305	-	118,305	329,178
<b>Total Net Assets</b>	<b>6,803,420</b>	<b>(211,069)</b>	<b>4,841</b>	<b>(198,455)</b>	<b>518,413</b>	<b>(118,100)</b>	<b>(81,805)</b>	<b>230,590</b>	<b>91,708</b>	<b>7,039,543</b>	<b>(70,000)</b>	<b>6,969,543</b>	<b>7,890,784</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 29,688,049</b>	<b>\$ 351,273</b>	<b>\$ 273,313</b>	<b>\$ 326,615</b>	<b>\$ 6,773,226</b>	<b>\$ 346,054</b>	<b>\$ 409,518</b>	<b>\$ 337,697</b>	<b>\$ 181,012</b>	<b>\$ 38,686,757</b>	<b>\$ (2,376,282)</b>	<b>\$ 36,310,475</b>	<b>\$ 36,257,794</b>

See Independent Auditors' Report.



HARBOR HOMES, INC.

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

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

	** Harbor Homes, Inc.	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Homes, Inc.	Welcoming Light, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Midford Regional Counseling Services, Inc.	Subtotal	Eliminations	2018 Total	2017 Total
<b>Public Support and Revenue:</b>													
Public Support:													
State and local grants	\$ 8,833,151	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,547,241	\$ -	\$ 11,380,392	\$ -	\$ 11,380,392	\$ 7,395,645
Federal grants	3,494,923	-	-	-	3,482,617	-	-	589,171	-	7,576,711	-	7,576,711	8,074,192
Contributions	622,406	-	-	-	2,231	3,622	7,173	33,884	17,365	686,681	-	686,681	1,044,621
Other grants	669,118	-	-	-	-	-	-	-	-	669,118	-	669,118	217,600
Fundraising events, net	39,196	-	-	-	-	-	-	9,756	-	48,954	-	48,954	33,263
Total Public Support	14,658,794	-	-	-	3,494,848	3,622	7,173	2,180,054	17,365	20,361,856	-	20,361,856	16,765,341
<b>Revenue:</b>													
Patient services revenues (other), net	1,903,590	-	-	-	2,020,077	1,763,193	-	-	-	5,686,860	-	5,686,860	5,512,169
Patient services revenues (FQHC), net	3,664,163	-	-	-	-	-	-	-	-	3,664,163	-	3,664,163	2,430,161
Department of Housing and Urban Development programs	3,058,843	115,280	104,663	21,353	-	-	128,743	-	-	3,429,882	-	3,429,882	3,420,327
Veterans Administration programs	2,213,701	-	-	-	-	-	-	-	-	2,213,701	-	2,213,701	2,160,799
Contracted services	719,154	-	-	-	296,483	-	-	-	21,460	1,039,097	-	1,039,097	1,044,751
Rent and service charges, net	735,691	41,301	31,442	21,600	-	-	30,478	-	6,739	867,249	-	867,249	825,519
Outside rent	554,851	-	-	-	-	-	700	-	-	555,551	-	555,551	432,905
Fees for services	139,400	-	-	-	-	-	150	36,186	168,720	344,456	-	344,456	318,808
Miscellaneous	198,608	-	-	-	6,885	-	39,926	1,656	-	247,075	(70,000)	177,075	27,768
Investment income (loss)	40,354	7	38	5	50	-	16	162	-	40,632	-	40,632	26,437
Management fees, net	37,406	-	-	-	-	-	-	-	-	37,406	(37,406)	-	-
Total Revenue	13,265,763	156,588	136,143	42,958	2,325,495	1,763,193	201,011	38,004	196,919	18,126,074	(107,406)	18,018,668	16,199,644
Total Public Support and Revenue	27,924,557	156,588	136,143	42,958	5,620,343	1,766,815	208,184	2,218,058	214,284	38,487,930	(107,406)	38,380,522	32,964,865
<b>Expenses:</b>													
Program	23,954,954	134,424	100,048	35,840	5,051,827	1,632,128	145,743	2,050,379	155,566	33,460,709	(37,406)	33,423,301	27,777,021
Administration	2,614,520	10,576	7,850	10,657	667,460	223,767	21,316	146,749	49,532	3,754,447	-	3,754,447	3,178,798
Fundraising	559,731	-	-	-	82,259	-	14,066	7,669	4,006	667,731	-	667,731	670,846
Total Expenses	27,129,205	145,000	107,898	46,497	5,801,346	2,055,915	181,125	2,205,797	209,104	37,882,667	(37,406)	37,845,479	31,624,665
Change in net assets before depreciation	795,352	11,588	28,245	(3,539)	16,997	(289,100)	27,059	11,261	5,160	605,043	(70,000)	535,043	1,340,320
Depreciation	1,133,113	25,469	21,386	14,134	230,582	3,009	25,571	503	2,517	1,458,284	-	1,458,284	1,354,446
Change in net assets	(337,761)	(13,881)	6,859	(17,673)	(211,585)	(292,109)	1,488	10,758	2,663	(851,241)	(70,000)	(921,241)	(14,126)
Net Assets (Deficit), Beginning of Year	7,141,181	(197,188)	(2,018)	(180,782)	729,998	174,009	(83,293)	219,632	89,045	7,890,784	-	7,890,784	7,904,910
Net Assets (Deficit), End of Year	\$ 6,803,420	\$ (211,069)	\$ 4,841	\$ (188,455)	\$ 518,413	\$ (118,100)	\$ (81,805)	\$ 230,590	\$ 91,708	\$ 7,039,543	\$ (70,000)	\$ 6,969,543	\$ 7,890,784

See Independent Auditors' Report.

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President and CEO	\$338,146	0%	\$0
Patricia Robitaille	CFO	\$150,000	0%	\$0
Ana Pancine	Chief Revenue Officer	\$115,000	0%	\$0
Vanessa Talasazan	Chief Strategy Officer	\$115,000	0%	\$0
Cheryle Pacapelli	Program Director	\$92,000	10%	\$9,200

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

Telephone: [REDACTED]

Fax: [REDACTED]

E-mail: [REDACTED]

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**PROFESSIONAL EXPERIENCE**

- 2006-Present **President & CEO, Southern NH HIV Task Force**
- 2002-Present **President & CEO, GNCA, Inc. Nashua, NH**
- 1997-Present **President & CEO, Healthy At Home, Inc., Nashua, NH**
- 1995-Present **President & CEO, Milford Regional Counseling Services, Inc., Milford, NH**
- 1995-Present **President & CEO, Welcoming Light, Inc., Nashua, NH**
- 1982-Present **President & CEO, Harbor Homes, Inc., Nashua, NH**  
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a \$10,000,000 operating budget; proposal development resulting in more than \$3,000,000 in grants annually; oversight of 330 management and direct care professionals.
- 2003-2006 **Consultant**  
Providing consultation and technical assistance throughout the State to aid service and mental health organizations
- 1980 - 1982 **Real Estate Broker, LeVaux Realty, Cambridge, MA**  
Successful sales and property management specialist.
- 1979 - 1980 **Clinical Coordinator, Task Oriented Communities, Waltham, MA**  
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979 **Faculty, Middlesex Community College, Bedford, MA**  
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979 **Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA**  
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976 **Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA**  
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976 **Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA**  
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

## **EDUCATION**

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1988-1991 Rivier College, Nashua, NH – Bachelor of Science, Accounting

## **OTHER ACHIEVEMENTS**

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Licensed Certified Public Accountant in the State of New Hampshire  
Member of the New Hampshire Society of Certified Public Accountants  
Member of the American Institute of Certified Public Accountants

## **SOFTWARE EXPERIENCE**

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Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Value, various auditing software programs

Patricia A. Robitaille, CPA

## PROFILE

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

## PROFESSIONAL EXPERIENCE

- June 2009 – Present      *Vice President of Finance*      Harbor Homes, Inc.
- Responsible for the finances of 9 related non-profit entities with revenues in excess \$22M
  - Directly responsible for budgeting, planning, cash management, grants and contracts falling under the business/accounting office
  - Reviews and analyzes the monthly, quarterly and annual financial reports
  - Analyzes results of cash flows, budget expenditures and grant restrictions
  - Assists the President/CFO with financial planning and capital projects
  - Responsible for the annual financial and retirement audits of all related entities
  - Reviews Federal 990 tax returns and state returns
  - Set up web based electronic timesheets
  - Implemented the conversion and installation of accounting and HR software
  - Prepares and reviews 941 quarterly returns, state unemployment returns
  - Oversees worker's compensation renewals, audit preparations, safety controls
  - Responsible for coordinating financing of two \$6M capital construction
- Jan. 2007 – Oct. 2008      *Audit Manager*      Ernst Young LLP, Manchester, NH
- Managed audits of private corporations with revenues up to \$200 million
  - Assisted as manager of audits for public corporations with revenues up to \$400 million
  - Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
  - Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
  - Prepared management comments in conjunction with material weakness or significant deficiencies
- Jun. 1997 – Jan. 2007      *Audit Supervisor*      Melanson Heath & Company, P.C., Nashua, NH
- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
  - Audit services include balance sheet reconciliation including inventory control
  - Preparation and presentation of financial statements
  - Preparation of management comment letters for internal quality improvement
  - Assist clients with all aspects of accounting

- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

1993 - 1997     *Accounting/Office Manager*     Hammar Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversaw accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterly and year-end reporting

#### EDUCATION

1988-1991     Rivier College, Nashua, NH - Bachelor of Science, Accounting

#### OTHER ACHIEVEMENTS

Licensed Certified Public Accountant in the State of New Hampshire  
 Member of the New Hampshire Society of Certified Public Accountants  
 Member of the American Institute of Certified Public Accountants

#### SOFTWARE EXPERIENCE

Excel, Word, PowerPoint, Pro-Fx Tax software, Pro-Fx Trial balance software, QuickBooks, Peachtree, T-Value, various auditing software programs, Sage Non-profit Accounting software, Sage MAS 90 accounting software.

# Ana Pancine

Main Phone: [REDACTED]

Objective	To obtain a position within an organization that offers me the opportunity to apply my experiences and academic expertise in the Financial field, and that provides me a chance to enhance my career knowledge.	
Experience	<p><b>December 2006 – Present      Hewlett-Packard      Nashua, NH</b></p> <p><b>Service Resource Coordinator      December 2006 - Presently</b></p> <ul style="list-style-type: none"> <li>• Accountable for all metric reports for the PER Event team in a monthly basis.</li> <li>• Responsible for revenue booking for two districts.</li> <li>• Accountable to update, present and distribute all reports related to the department.</li> <li>• Provide quality reports for upper management to review the progress of the team.</li> <li>• Responsible for all the billings for Latin America.</li> </ul> <hr/> <p><b>August 2001 – December 2006      Electronic Data Systems(EDS)      Nashua, NH</b></p> <p><b>Americas Business Analyst      February 2004 – December 2006</b></p> <ul style="list-style-type: none"> <li>• Manage ten cost centers with annual expenses of \$9m and revenue of \$18m, forecast on a quarterly basis, generate expense and revenue accruals, and establish budgetary guidelines for team members.</li> <li>• Variance reporting monthly for +/- 1 % of forecasted to report to senior management.</li> <li>• Compile, reconcile, and obtain approval from customer for account metrics on a monthly basis.</li> <li>• Maintain global reporting of 200 employees with specific emphasis on geographic alignment, individual line counts, and organizational charts for account utilization and resource mapping</li> <li>• Approve time card for temporary employees, main contact for temporary agencies and responsible for hiring/releasing of temporary employees.</li> <li>• Main contact for all customers located in the Latin America territory.</li> <li>• Provided Financial Support for account closing.</li> </ul> <hr/> <p><b>Quality Controller/ System Support Administrator      June 2003 – February 2005</b></p> <ul style="list-style-type: none"> <li>• Main contact between administrators and system support to prioritize technical errors.</li> <li>• Responsible for weekly, monthly and quarterly quality review reporting.</li> <li>• Responsible for weekly and monthly geography reports.</li> <li>• Maintain all employee related spreadsheets updated.</li> <li>• Manage quality review reports to ensure policies and procedures are being followed.</li> <li>• Mentoring new hires in their assigned positions.</li> <li>• Communicating with manager for tools necessary for team.</li> <li>• Categorize and notify managers of any performance issues.</li> <li>• Provide support for team members with problem solving.</li> </ul> <hr/> <p><b>Per Event Administrator      August 2001 – June 2003</b></p> <ul style="list-style-type: none"> <li>• Responsible for billing revenue.</li> <li>• General office filing and organization.</li> <li>• Data Entry.</li> <li>• Assisting customer needs.</li> <li>• Solving any customer issues.</li> <li>• Revenue booking and customer assistance for Latin America/Caribbean territory.</li> <li>• Assistant and service provided for all customer located in the Latin America/Caribbean/Europe territory.</li> </ul>	
Skills	<ul style="list-style-type: none"> <li>• Windows 98/2000/XP</li> <li>• SIFT – Financial Database</li> <li>• Microsoft Office</li> </ul>	<ul style="list-style-type: none"> <li>• PEARS/CHAMP/WFM</li> <li>• NCAS/SAP</li> <li>• Fluent in Portuguese and Spanish.</li> </ul>
Education	<p><b>Hesser College</b></p> <ul style="list-style-type: none"> <li>• Bachelor of Science, Business Administration – Oct 2005</li> </ul> <p><b>Southern NH University</b></p> <ul style="list-style-type: none"> <li>• Pursuing MBA and Financial/International Business Certification.</li> </ul>	

References Available upon request

# Vanessa J. Sarlo

## Objective

To obtain a position at an innovative non-profit organization that will allow me to use my excellent writing and editing skills combined with my sales, management and marketing experience to become a valuable attribute.

## Education

1999 - 2005\*      *B.A in English with a focus in Communications*      *University of New Hampshire*

Above average proficiency in Microsoft Office: Word, Excel, Outlook, Power Point; HTML, some Unix, and Windows 95, 98, 2000, NT, and XP OS; SEO Optimization; digital and manual photography; all office equipment and multi-line phone systems. Advanced Internet research skills.

## Work History

*2000-Current      Assist2Sell Buyers & Sellers Realty      Nashua, NH*  
*Sales and Marketing Manager/Licensed Real Estate Agent*

### *Achievements as Marketing Director and Sales Manager:*

- Responsible for running and maintaining many aspects of the company including: recruiting, hiring, training employees and sales agents, payroll, creating and implementing marketing campaigns resulting in increased brand awareness, receipts payable, maintaining escrow and checking accounts, and maintaining a finely tuned, motivational, upbeat, and supportive environment.
- Trained outside sales professionals daily on the real estate industry, including how to generate clients and referrals; how to adapt to meet the specific needs of each client; time management; contract negotiation techniques, how to list and show property; and, mostly, how to remain calm under pressure, and maintain control of the situation at all times. On call 7 days a week after hours to assist and advise the agents.
- Supervised a sales and administrative staff of 5 daily.
- Cut the advertising budget by 60% while generating an increase in high quality leads from other, less costly and more effective mediums such as the Internet and direct mail.
- Wrote and Edited dynamic, call-to-action website content and property marketing content
- Used Microsoft Power Point and Word to create professional, effective client presentations.
- Redesigned our print media and copy to enhance our image and increase brand awareness.
- Created and implemented all marketing material and PR including newspaper, magazine, and Internet media. Increased page rank among search engines by creating and implementing SEO friendly copy.
- Created a community-focused real estate blog designed to increase web site traffic and position the company as an expert within the area.
- Strong ability to work both independently and within a team environment. Able to lead and motivate, and tremendously detail-oriented and result-driven.

### *Achievements As a Real Estate Consultant:*

- \$10 to \$15 Million in sales annually since 2003
- Closed an average of 30 transaction sides per year, 500% more than the average real estate agent in the US. Consistently ranked as a top producer.
- 2003 through 2005: Ranked among top 5% of all agents in southern NH for closed sales.
- Advised clients on selling, buying, and investing in residential and commercial properties.
- Consistently serviced and maintained an average of 30 property listings/clients; strong ability to deliver results and multi-task in a deadline driven, high-stress environment.



•Sold complex marketing concept to customers over the phone; scheduled in-home presentations. Strong closing skills generating more bookending appointments than any other listing agent with the company.

•Conducted off site client presentations and sold real estate service contracts. Excellent interpersonal skills; able to adapt to all kinds of personalities and social environments, determining and exercising the best method of successfully selling myself and my company to handle what is usually the largest financial investment in a person's life.

•Determined market value of property; analyzed detailed home sale data trends and reported findings to clients in the form of a "Comparative Market Analysis" (CMA).

•Implemented tailored marketing campaigns for each individual property listed; created marketing campaigns using email, Internet resources and advertising, direct mail, newspaper advertising, and social media outlets.

• Negotiated and administered purchase contracts on behalf of buyers, sellers, and other agents.

• Created and lead custom property tours to buyers based on their specific individual needs.

• Extensive project management experience: main point of contact throughout entire real estate transaction; responsible for supervising and scheduling all related events leading up to the sale of a property.

•Maintained all related escrow deposits and coordinated events between all parties involved in the transaction throughout the escrow period including scheduling and overseeing appraisals and inspections, negotiations between parties, preparing new deeds to property, and supervising closing and transfer of title, ensuring all contingencies were met by all parties prior to the closing date.

•Worked as an exclusive Buyer Agent, Seller Agent, or Dual Agent and upheld fiduciary duties to the respected parties.

•Prepared purchase and sale agreements, listing and agency representation agreements, warranty deeds, and various other legal contracts.

•Collaborated with lenders, appraisers, home inspectors, engineers, title companies, and attorneys to ensure deadlines were met and properties closed on time in accordance with each contract.

*2005-Current*

*Freelance Writer and Editor*

*Nationwide*

•Wrote and Edited copy for various political groups and non-profit organizations nationwide.

•Frequent contributor and author to MSNBC's affiliate, Newsvine (<http://bigbadv.newsvine.com/>), a news aggregation site.

• Creator and author of company real estate themed blog "Dirty Little Secrets behind White Picket Fences: The Good, the Bad, and the Ugly about all things Real Estate".

*1996-1999*

*Unique Properties, Inc*

*Nashua, NH*

*Administrative Assistant/Personal Assistant to President of Unique Properties, Inc.*

•Personal Assistant to the President

•Answered phones

•Greeted Clients

•Acted as the liaison between clients and the president

•Scheduled Appointments

•Prepared all print and web advertising

•Ordered and Maintained Office supplies

•Prepared contracts, property listings, and oversaw closing arrangements

•Maintained banking and escrow accounts

### **Accreditations and licenses**

•Licensed NH Real Estate Agent

\*Finished degree requirements in May, 2005 and attended graduation ceremony. Actual receipt of diploma in 2007 due to clerical issues.

# 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

## Experience

2/17 - Present  
Project Director

Harbor Homes

Nashua, NH

- 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;

## Cheryle Pacapelli

- 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 - Present

Stepping Stone House

Meriden, CT

### Co-Owner

- Operate 5 Recovery Houses with 52 male transitional living 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)
  - Administered promotion, marketing and sales of RCA; handling of logistics, RCA manual sales, data tracking, recovery coach support
  - Coordinated five CT Trainings held per year and 20 + out of state held per year over 1,000 Recovery Coaches trained
  - Trained 100 + trainers to bring RCA across the United States.
  - Maintained website with RCA updates, and all training registrations online
  - Generated \$200,000 in gross revenues
- Recovery Technical Assistance Group Management
  - Promotion, marketing and sales of CCAR technical assistance products, including trainings, technical assistance and paid speaking engagements.
  - 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,

## Cheryle Pacapelli

Recovery Housing Trainings, RCA manuals. Increasing CCAR revenue by 45% in the first year.

- 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
  - Designed and implemented the event; met target numbers; increased public awareness for addiction recovery.
  - Collaborated with multiple state agencies and service providers for providing resources and services to participants.
  - Over 2,000 in attendance and revenue of \$14,000.
- Annual Volunteer Recognition Dinner Coordination
  - Plan and implement the event, volunteers recognized.
  - Develop sponsorship for Volunteer Recognition Dinner, create invitations, and program.
  - 300 Volunteers recognized for over 15,000 hours of volunteer service.
- Data tracking and Analysis
  - Oversaw all tracking databases for bi-weekly reports, training and event; engaged in quality improvement.
  - 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
  - Oversaw the operations at three Recovery Community Centers with efficiency; ensured adherence to prescribed structure, encouraged new programs.
  - Held 375 events with over 14,000 in attendance
  - Hosted 38 different recovery focused trainings, with over 1,700 participants
  - Implementation of Access to Recovery Services in Recovery Community Centers
- Direct Supervision of five Full Time Staff
  - Volunteer Manager, Program Manager, Three Recovery Community Center Managers
  - Administered Annual performance reviews
- Program Oversight – Telephone Recovery Support and Recovery Housing Program
  - Increased number of people called from 22 in 2005, to 1,945 in 2011.
  - CCAR volunteers made over 125,000 telephone calls resulting in 36,000 conversations with about 4,500 people in recovery.
  - 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
  - Designed and developed tracking systems for generating outcome-based reports and evaluating services which resulted in increased funding and national attention.
  - Managed all databases, maintained equipment, and assisted staff with technology needs and training.

10/04 – 12/06

CT. Community for Addiction Recovery

Hartford, CT

## **Cheryle Pacapelli**

### **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

### **Co-Chair Recovery Task Force**

### **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