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

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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April 7, 2017

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

**REQUESTED ACTION**

- (1) Authorize the Department of Health and Human Services to enter into an agreement with Harbor Homes, Inc. (Vendor #155358), 45 High Street, Nashua, NH 03060, for the provision of Mobile Crisis Services and Supports, in an amount not to exceed \$2,877,226, effective upon Governor and Executive Council approval through June 30, 2019. This contract is funded with 100% General Funds.

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council. **05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT.**

- (2) Contingent upon approval of Requested Action (1), authorize the Department of Health and Human Services to provide Harbor Homes, Inc. with an advance payment in an amount not to exceed \$250,000, effective upon the date of Governor and Executive Council approval for the provision of start-up costs for the Mobile Crisis apartments. 100% General Funds.

Funds to support this request are available in the following accounts in State Fiscal Year 2017. **05-95-92-920010-5945 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT.**

**SEE ATTACHED FISCAL DETAILS**

## **EXPLANATION**

The New Hampshire Department of Health and Human Services, Bureau of Mental Health Services, is designated as New Hampshire's single state mental health authority. The Bureau seeks to promote full community inclusion for adults (18 years or older) who have severe mental illness, severe and persistent mental illness or who are severely mentally disabled. The State places a high emphasis on supporting individuals in their community with a broad range of supports and services to reduce the need for inpatient care.

Requested Action (1), supports New Hampshire's compliance with the Crisis Services System provisions contained within the Community Mental Health Agreement (Amanda D. Settlement). The Crisis Services System is available 24 hours per day, seven days per week and provides timely and accessible services and supports to individuals with mental illness, including those with co-occurring Substance Use Disorder, who are experiencing a mental health crisis. Services within this system are designed to: stabilize an individual as quickly as practicable and to assist the individual in returning to their pre-crisis level of functioning; provide interventions to avoid unnecessary hospitalization, incarceration or other admission; provide services and supports at the site of the crisis; and to promptly assess individual needs. Services within this system are also designed to identify services and supports necessary to meet individual needs, and to connect the individual to those supports in a timely manner. Under the Agreement, the State must add region-specific mobile crisis capacity and community crisis apartments in three Mental Health regions: Region 4 (Concord), 6 (Nashua), and 7 (Manchester) that meet the standards set forth in the Agreement. The Agreement phases in this new capacity over three years: by June 30 of 2015, 2016 and 2017. Requested Action (1), if approved, supports the State's compliance with the third and final addition of mobile crisis capacity and community crisis apartments, and will deliver critically-needed services in the Greater Nashua area.

The contract with Harbor Homes, Inc. is designed to provide in Region 6 a Mobile Crisis Team comprised of mental health professionals and peer support specialists, who are available to respond to an individual experiencing a mental health crisis 24 hours per day, 7 days per week. The Team will provide needed supports to de-escalate the crisis, provide treatment and services to stabilize the individual, work with other treatment providers and community partners to support the individual post crisis stabilization, and will provide an alternative to hospitalization and/or institutionalization through access to a community crisis apartment, where the individual can stay for up to seven (7) days before returning home. The contract includes the development and ongoing operation of the Team and four, single-occupancy community crisis apartments, to be co-located in Nashua. The model is designed to ensure that treatment needs are met throughout the crisis, individuals are residing in a safe and supervised space as they recover and return to a pre-crisis level of functioning, and that individuals are able to transition from the Mobile Crisis Services and Supports back into the community with access to appropriate supports within New Hampshire mental health system.

Requested Action (2), if approved, will enable Harbor Homes, Inc. to financially support the cost of needed renovations to the apartments and office space that the Mobile Crisis Team and community crisis apartments will occupy. The contract includes a start-up period project plan and a scope and budget for this purpose. The advanced payment represents only that portion of the start-up budget which would pose a financial hardship to the organization to carry as credit pending reimbursement upon conclusion of the renovation.

This contract was competitively bid. The Department published a Request for Proposals on the Department's website on December 19, 2016, through January 30, 2017, in order to solicit proposals from vendors to provide Mobile Crisis Services and Supports in the New Hampshire Community Mental Health Region VI who are experiencing a mental health crisis, including those with a co-occurring substance use disorder. Two proposals were received.

The proposals were reviewed and scored by a team consisting of Department and non-Department personnel who are experienced and knowledgeable in Behavioral Health and Substance Use Disorders. Harbor Homes Inc. was the high scoring bidder and was awarded the contract. The bid summary sheet is attached.

The contract includes language to renew the agreement for up to two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this contract, the State of New Hampshire may be in violation of the Community Mental Health Agreement and individuals experiencing a mental health crisis could end up in hospital emergency rooms, New Hampshire Hospital and other settings, which may result in higher costs to the State.

Area Served: Community Mental Health Region 6 (Amherst, Brookline, Hollis, Hudson, Litchfield, Mason, Merrimack, Milford, Mont Vernon, Nashua)

Source of Funds: 100% General Funds

Respectfully submitted,



Katja S. Fox  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner

## Fiscal Details

**05-95-92-920010-5945 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT**

SFY	Class	Title	Activity Code	Budget
2017	102/500731	Contracts for Program Services	92200000	\$250,000
			Subtotal	\$250,000

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, BURAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT**

SFY	Class	Title	Activity Code	Budget
2018	102/500731	Contracts for Program Services	92200000	\$1,313,613
2019	102/500731	Contracts for Program Services	92200000	\$1,313,613
			<i>Subtotal</i>	\$2,627,226
			<b>Grand Total</b>	<b>\$2,877,226</b>



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

**Mobile Crisis Services and Supports**

RFP Name

**RFP-2017-DBH-04-MOBILE**

RFP Number

Reviewer Names

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Harbor Homes, Inc.		210	182.5
2. Great Nashua Mental Health Center		210	176.5
3. 0		210	0
4. 0		210	0
5. 0		210	0
6. 0		210	0

1. Dairrel Tenney, Program Specialist, Child Behavioral Health, Tech Team
2. Julie Lane, Program Specialist III, BHHS, Tech Team
3. Caroline Stacy, Program Planning & Review Specist, BDAS, Tech Team
4. Warren Bouchard, Exec Dir, On The Road to Wellness, Volunteer, Tech
5. Susan Nagy, Agency Audit Mgr, Ofc of Improvemnt & Integrity, Cost Team
6. Donna Walker, Administrator III, Div. Behavioral Health, Cost Team
7. Jim Dall, Sr. Finance Director, Div of Behavioral Health, Cost Team
- 8.

Subject: Mobile Crisis Services and Supports #RFP-2017-DBH-04-MOBILE

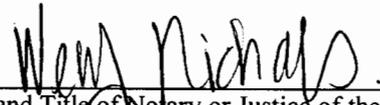
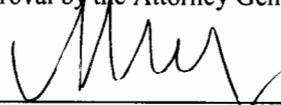
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

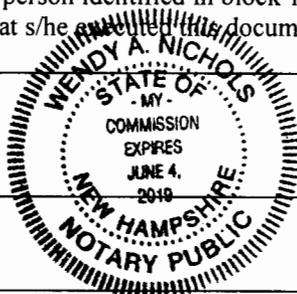
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 45 High Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-882-3616	1.6 Account Number 05-95-92-922010-4117 05-95-92-920010-5945	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$2,877,226
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kellner President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>April 6<sup>th</sup>, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Wendy A. Nichols, Notary			
1.14 State Agency Signature  Date: <u>4/7/17</u>		1.15 Name and Title of State Agency Signatory Krista S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/7/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials PK  
Date 4/6/17

Agreement. This provision shall survive termination of this Agreement.

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

### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
- 1.4. Beginning on or before July 1, 2017, the Contractor shall provide Mobile Crisis Services and supports, as specified in Section 2, in the New Hampshire Community Mental Health Region VI (Amherst, Brookline, Hollis, Hudson, Litchfield, Mason, Merrimack, Milford, Mont Vernon, and Nashua) to individuals eighteen (18) years and older who are experiencing a mental health crisis.

### 2. Services to Be Provided

#### 2.1. Mobile Crisis Team

2.1.1. Beginning on or before July 1, 2017, the Contractor shall provide a designated central phone triage system and a qualified Mobile Crisis team to provide crisis services. The central phone triage system and crisis services shall be available twenty-four (24) hours per day, seven days per week. The services shall include at minimum but not be limited to:

- 2.1.1.1. A central phone triage system answered by a Master's-level clinician. Telephone triages shall include but are not limited to initial telephone calls completed by the clinician to complete the initial risk assessments to determine the level of service that will be provided to the caller. The Contractor shall refer callers to the emergency department/emergency room when the assessment determines the individual requires an emergency medical assessment and treatment in addition to psychiatric services;
- 2.1.1.2. Telephone coaching provided by a Master's-level clinician and/or certified peer specialist in order to provide supportive listening, program solving and referrals, as appropriate;



- 2.1.1.3. Providing community-based face-to-face assessment and intervention for persons experiencing a mental health crisis, in order to de-escalate the crisis without removing the individual from his or her home and/or community programs, consistent with safety protocols;
  - 2.1.1.3.1. The Mobile Crisis team response to an individual in crisis shall occur primarily in or at the individuals' home or other natural environments, but may occur in other locations as may be needed for the crisis, including but not limited to:
    - 2.1.1.3.1.1. Community settings;
    - 2.1.1.3.1.2. Outpatient mental health settings;
    - 2.1.1.3.1.3. Crisis apartments; and
    - 2.1.1.3.1.4. Police stations.
  - 2.1.1.4. The Mobile Crisis team shall:
    - 2.1.1.4.1. Promptly assess individual needs;
    - 2.1.1.4.2. Identify the services and supports that are necessary to meet the individual's needs;
    - 2.1.1.4.3. Assist the individual with accessing those services and supports in a timely manner, either in-person or by telephone;
    - 2.1.1.4.4. Provide interventions to avoid unnecessary hospitalization, incarceration, or admission to a Designated Receiving Facility, Acute Psychiatric Residential Treatment Program, emergency room, or nursing home;
    - 2.1.1.4.5. Work to stabilize individuals as quickly as practicable and assist them in returning to their pre-crisis level of functioning;
    - 2.1.1.4.6. Work and coordinate with law enforcement personnel to respond to individuals in mental health crisis in situations involving law enforcement contact;
    - 2.1.1.4.7. Involve peer specialist(s) in providing crisis services and supports;
    - 2.1.1.4.8. Provide up to seven (7) days of services and supports, following the onset of the crisis; and
    - 2.1.1.4.9. Provide, at the Vendor's discretion, services and supports to individuals beyond the immediate crisis period.
    - 2.1.1.4.10. When appropriate, the Mobile Crisis Team shall conduct lethality assessments that are completed by a Master's-level clinician during an intensive face-to-face assessment which includes, but is not limited to:



Exhibit A

- 2.1.1.4.10.1. Obtaining the individual's history, including but not limited to, identifying problems in narrative form of how and why the person is presenting at this time;
  - 2.1.1.4.10.2. Listing immediate safety concerns from the point of view of the individual in crisis, referring parties and other collateral sources;
  - 2.1.1.4.10.3. Listing of crisis precipitants, available internal and external supports;
  - 2.1.1.4.10.4. Listing of relevant past symptoms, treatments, and medical & substance co-morbidities.
  - 2.1.1.4.10.5. Narrative of current functional status.
  - 2.1.1.4.10.6. Narrative of current mental status exam with serial assessment over time and in response to immediate treatment interventions.
  - 2.1.1.4.10.7. Creating a disposition/crisis plan.
- 2.1.1.5. The Mobile Crisis Team's peer support specialist shall provide services in a synergistic fashion with strong partnerships among members of the crisis team in order to offer:
- 2.1.1.5.1. Specialized recovery promoting activities;
  - 2.1.1.5.2. Supportive counseling;
  - 2.1.1.5.3. Supportive listening;
  - 2.1.1.5.4. Identification of potential community based resources available to individuals; and
  - 2.1.1.5.5. Practical problem solving around life stressors.
- 2.1.1.6. The Mobile Crisis team shall have the ability to respond to an individual's needs onsite, typically within one (1) hour of the request for crisis services, within Mental Health Region VI, recognizing that occasionally, reaching individuals in more distant, rural areas of the region may take more than one hour.
- 2.1.1.7. The Mobile Crisis Team shall provide, as appropriate to meet the needs of the individual served, crisis stabilization services that shall include but are not limited to:
- 2.1.1.7.1. Case management services that include expedited referrals and linkages to community based services through partnerships in a behaviorally integrated manner. This shall include, for those individuals agreeable, connecting the individual with the appropriate Community Mental Health Center.
  - 2.1.1.7.2. For individuals participating in an Assertive Community Treatment (ACT) Team within a Community Mental Health Center (CMHC), the Mobile Crisis Team shall contact the ACT Team upon identifying the individual's participation. The Mobile Crisis Team



Exhibit A

shall work with the ACT Team to collaborate and coordinate the services needed to stabilize the individual and transition the individual back into the community and the ACT Team's oversight as soon as practicable.

- 2.1.1.7.3. Therapeutic services based on best practices and evidence informed approaches.
- 2.1.1.7.4. Substance Use Disorders: for individuals identified by the Mobile Crisis Team as having a substance use disorder, the Team shall coordinate immediate substance use disorder treatment needs with the individual's current substance use disorder provider, with the Contractor's substance use disorder professionals, or with other appropriate substance use disorder professionals as may be needed to assist the individual with stabilization.
- 2.1.1.7.5. For individuals that are in an emergency department but for whom the Mobile Crisis Team has been notified is in need of crisis stabilization, the Mobile Crisis Team shall endeavor to provide services to the individual, including appropriate treatment.
  - 2.1.1.7.5.1. The Contractor shall develop agreements or memorandums of understanding with the emergency departments in Region 6 to support the Contractor's obligation to serve such individuals within an emergency department. On or before July 1, 2017, the Contractor shall submit such agreements to the DHHS designee.
- 2.1.1.7.6. Supports that emphasizes psycho-education, empowerment, partnership and the right to self-determination for individuals challenged by mental illness and recovery;
- 2.1.1.7.7. Admissions to a Community Crisis Apartment, referenced in Section 2.2. While an individual is admitted into a community crisis apartment, the Mobile Crisis Team shall provide brief and continuous psychiatric intervention within this setting to maximize respite and support while minimizing the need for inpatient hospitalization. The Contractor shall ensure that:
  - 2.1.1.7.7.1. Ongoing safety assessments are conducted;
  - 2.1.1.7.7.2. Supervision and serial evaluation of mental status are continuous;
  - 2.1.1.7.7.3. There is a focus on individual coping strengths in order to develop a recovery plan;
  - 2.1.1.7.7.4. Medication evaluations are conducted;
  - 2.1.1.7.7.5. Individual supportive therapy is available; and
  - 2.1.1.7.7.6. Referrals for psychiatric, social services, substance use and medical aftercare are coordinated.
- 2.1.1.7.8. Emergency psychopharmacology interventions provided within twenty-four (24) hours of the crisis response by a full time nurse



practitioner or on-call psychiatrist in coordination with primary prescribers, as appropriate.

## 2.2. Community Crisis Apartment Beds

2.2.1. Beginning on or before July 1, 2017, the Contractor shall provide a minimum of four (4) community crisis apartment beds (with no more than one (1) bed per crisis apartment), which shall serve as an alternate to hospitalization and/or institutionalization. All crisis apartment beds must be certified under administrative rule He-M 1002 and include:

- 2.2.1.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;
- 2.2.1.2. Specific sleeping area designated for each individual (common areas shall not be used as bedrooms);
- 2.2.1.3. Storage space for each individual's clothing and personal possessions;
- 2.2.1.4. Accommodations for the nutritional needs of an individual; and
- 2.2.1.5. At least one (1) telephone for incoming and outgoing calls.

2.2.2. An individual's stay at a crisis apartment shall be limited to a maximum of seven (7) days.

2.3. Transportation: Beginning on or before July 1, 2017, the Contractor shall provide transportation for individuals from the site of the crisis to the apartment, and to their home or other residential setting after stabilization has occurred.

2.3.1. Any staff member providing transportation must have:

- 2.3.1.1. A valid driver's license;
- 2.3.1.2. A properly inspected vehicle; and
- 2.3.1.3. Proof that vehicle is insured.

2.4. Eligibility for Services within the NH Mental Health Services System: Beginning on or before July 1, 2017, the Contractor shall provide crisis stabilization services to individuals regardless of the individual's eligibility for services under the NH Mental Health Services System and in accordance with the following:

- 2.4.1. For individuals with private health insurance or any insurance coverage not provided by or through DHHS, the Contractor shall coordinate treatment needs with and seek reimbursement for treatment delivered with the insurer.
- 2.4.2. For individuals with health insurance provided by a DHHS-contracted Managed Care Organization (MCO), the Contractor shall coordinate treatment needs with the MCO and seek reimbursement for treatment delivered based on the provider agreement between the Contractor and the MCO.
- 2.4.3. For individuals already determined eligible for services within the NH Mental Health System by a CMHC, the Contractor shall coordinate treatment needs with the CMHC, and if applicable, the individual's health insurer.



2.4.4. For individuals not already determined eligible for services within the NH Mental Health System by a CMHC, the Contractor shall provide crisis stabilization services presuming the individual is eligible for services within the NH Mental Health System.

2.4.4.1. DHHS shall, prior to July 1, 2017, work with the Contractor to formalize the process for the Contractor to document presumptive eligibility.

2.4.4.2. The Contractor shall contact the Region 6 CMHC to coordinate and seek a determination of eligibility for the provision of ongoing services post-transition from the Mobile Crisis Services and Supports provided under this Agreement for the individual who chooses to receive services at the Region 6 CMHC.

2.4.4.2.1. The Contractor shall, prior to July 1, 2017, formalize a process with the Region 6 CMHC for such purposes and submit it to the DHHS designee.

2.5. Coordinating Post-Transition Services: Beginning on or before July 1, 2017, the Contractor shall ensure that, prior to an individual transitioning out of the Mobile Crisis Services and Supports provided under this Agreement, the individual has a short-term post-crisis care plan that has been coordinated with the providers that will treat the individual after transition.

### 3. Staffing

3.1. Mobile Crisis Team Staffing: Beginning on or before July 1, 2017, the Mobile Crisis Team shall at minimum be composed of trained master's-level clinicians, a peer specialist and an on-call Psychiatrist/APRN;

3.2. Crisis Apartment Staffing: Beginning on or before July 1, 2017 the Contractor shall operate each crisis apartment with sufficient clinical support and oversight, and peer staffing, twenty-four hours per day, seven days per week, as is reasonably necessary to prevent unnecessary institutionalization. Staff shall at minimum consist of:

3.2.1. One (1) Master level Clinician/nurse clinician onsite;

3.2.2. One (1) Peer Specialist onsite; and

3.2.3. One (1) Psychiatrist/APRN on-call.

3.3. The Contractor shall provide coverage for the Mobile Crisis Team and Community Crisis Apartment staffing when there are multiple concurrent crises, which may include both in-person and by telephone, by ensuring resources are scheduled to meet the community's fluctuating needs for mobile mental health crisis response. The Contractor shall ensure staffing coverage includes, but is not limited to:

3.3.1. Skilled masters prepared clinicians, including full-time and per diem staff, scheduled to ensure 24/7 coverage;



- 3.3.3. 24/7 schedule of masters prepared clinicians and peer support specialists who function as 'back-ups' for the regularly scheduled clinicians, as needed;
  - 3.3.4. An MCT Coordinator and/or Director who shall be available to assume the role of the masters level clinicians, as necessary;
  - 3.3.5. Tertiary 'back-up' staff skilled and versed in Mobile Crisis Team services, employed in other roles within the Contractor's agency during regular business hours that elect to be available per diem, as necessary;
  - 3.3.6. 24/7 access to additional support from on-call psychiatrist/APRN and Mobile Crisis Team supervisory staff and administrator-on-call, as needed for consultation, mental health crisis management/treatment planning, implementation and resolution of any issues/concerns that arise.
- 3.4. The Vendor shall ensure that all potential staff provides the following documentation and successfully completes the following screening processes prior to providing contracted services:
- 3.4.1. A minimum of two (2) references;
  - 3.4.2. BEAS State Registry Consent Form;
  - 3.4.3. Central Registry Name Search Authorization; and
  - 3.4.4. Criminal Record Release Authorization Form - General.
- 3.5. The Vendor shall ensure, prior to an offer of employment, the requirements of Section 3.4.2 through 3.4.4 are processed through the appropriate State departments to ensure that the individual does not have a history of:
- 3.5.1. A felony conviction; or
  - 3.5.2. Any misdemeanor conviction involving:
    - 3.5.2.1. Physical or sexual assault;
    - 3.5.2.2. Violence;
    - 3.5.2.3. Exploitation;
    - 3.5.2.4. Child pornography;
    - 3.5.2.5. Threatening or reckless conduct;
    - 3.5.2.6. Theft;
    - 3.5.2.7. Driving under the influence of drugs or alcohol; or
    - 3.5.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 3.6. The Contractor shall ensure results from the forms identified in Section 3.4.2 through 3.4.4 are kept on file and available to the Department upon request.



3.7. Mobile Crisis Team and Community Crisis Apartment Staffing Minimum Qualifications:  
The Contractor shall ensure that the following minimum qualifications are met:

- 3.7.1. Clinicians must have: a master's degree in psychology, psychiatric social work, psychiatric nursing, or mental health counseling; training in crisis intervention services, risk management, assessment of suicide potential and Integrated Treatment for co-occurring disorders; and a minimum of ten (10) hours of continuing education related to behavioral health every two years;
- 3.7.2. Peer Specialists must have: a high school diploma; certification as a peer specialist; training in crisis intervention; and a minimum of ten (10) hours of continuing education related to behavioral health every two years; and
- 3.7.3. On-call Psychiatrist/APRNs must be board certified in Psychiatry.

3.8. The Contractor shall ensure that staffing for the Mobile Crisis Team, Community Crisis Apartments, and coverage staff available for the team and apartments, are trained to perform the applicable services, including but not limited to: understanding the design of the program, protocols established to collaborate and coordinate mobile crisis response with community partners, safety protocols, etc.

**4. Project Plan – Start-up Period**

- 4.1. Within ten (10) days after contract approval date, whichever occurs later, the Contractor shall develop and submit a final project plan to the Department for approval that:
  - 4.1.1. Describes the action steps the Contractor shall complete to ensure Mobile Crisis Services and Supports are fully operational on or before July 1, 2017;
  - 4.1.2. Contains the timeline for completing all action steps;
  - 4.1.3. Contains a plan for status meetings to occur every two weeks between the Contractor and a DHHS-designee(s) from the contract approval date until the date the Contractor provides DHHS with documented evidence that the services described in Sections 2.1 and 2.2 are fully operational and DHHS has issued written confirmation of the same.
- 4.2. DHHS reserves the right to require the Contractor to participate in more frequent meetings and telephone conferences if at any time project plan milestones are not achieved on schedule, project plan elements are incurring costs greater than the approved budget, or DHHS is concerned project plan milestones are not being satisfactorily achieved.
- 4.3. The Contractor shall provide bi-weekly project plan update reports to the DHHS designee(s) at least four days prior to each such meeting.
- 4.4. DHHS reserves the right to waive any bi-weekly status meeting or to conduct such meetings through tele or web conferencing.
- 4.5. If, at any time, DHHS determines that achievement of project plan milestones is insufficient to result in the Contractor's ability to deliver fully operational services by July



1, 2017, the Contractor shall be required to develop a corrective action plan that demonstrates how the Contractor will revise the project plan and allocated project resources – including dedicated staff and financial supports – necessary to ensure that the July 1, 2017 deadline will be met.

## 5. Reporting Requirements

5.1. The Contractor shall provide monthly reports by the tenth (10th) day of each month, which include, but are not limited to:

5.1.1. Beginning on or before July 1, 2017:

- 5.1.1.1. Names of individuals who received services;
- 5.1.1.2. The insurance carrier for each individual who received services;
- 5.1.1.3. The date & time of contact for each individual;
- 5.1.1.4. The service/or services provided to each individual;
- 5.1.1.5. The location of where service was provided;
- 5.1.1.6. The length of time service or services were provided to each individual;
- 5.1.1.7. Whether law enforcement was involved with each individual;
- 5.1.1.8. Whether services were provided beyond the immediate crisis to each individual;
- 5.1.1.9. Whether the individual averted a hospitalization;
- 5.1.1.10. What the individual outcome of service provided was for each individual (e.g., hospitalization, crisis apartment, home, emergency room, etc.);
- 5.1.1.11. What the response time was for each individual;
- 5.1.1.12. What the referral source was for each individual (e.g., CMHC; ED; law enforcement; individual/family); and
- 5.1.1.13. Whether the individual had LEP or required interpretation services.

5.1.2. The reports required in 5.1.1 through 5.1.1.13 shall be submitted by the Contractor through the DHHS Phoenix system unless otherwise instructed on a temporary basis by the DHHS designee.

5.1.3. The MCT Monthly Compliance Report as specified in Exhibit B-2

## 6. Compliance

6.1. The Contractor shall comply with all of the requirements of the Certification Standards for Behavioral Health Community Residences He-M 1002.

## 7. Performance Measures

7.1. The Contractor shall ensure 95% of calls received are acted upon within one (1) hour of receiving the call for services in accordance with contract requirements for response.



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## 8. Community Outreach and Collaboration

- 8.1. The Contractor shall raise community awareness of the services specified herein, and shall collaborate with community-providers, businesses, first responders, law enforcement, courts, etc. to develop protocols, as appropriate, to identify and respond to an individual in need of Mobile Crisis Services and Supports. This shall include but not be limited to the Contractor, either singularly or in collaboration with such organizations, developing outreach material and marketing tools. The Contractor shall also develop a brochure specific to the services specified herein, and shall distribute the brochure, at minimum, to appropriate organizations within Region 6 and to individuals served by the Mobile Crisis Team. The Contractor shall submit all such documents to the DHHS designee at least ten (10) days prior to implementing them.
- 8.1.1. Community Outreach and Collaboration efforts made during the start-up period referenced in Section 4 shall be made by the Contractor as described in the Project Plan and reported to DHHS as required in Section 4.
- 8.1.2. The Contractor shall ensure that ongoing community outreach and collaboration, post July 1, 2017, continues as needed to support ongoing community awareness of the services and supports provided under this Agreement.



**Method and Conditions Precedent to Payment**

1. This contract is directly funded with General Funds anticipated to be available based upon continued appropriation. This contract also authorizes the Contractor to seek reimbursement from Federal funding sources as specified herein, conditioned upon continued support of the program by the state and federal governments. Access to supporting federal funding is dependent upon the selected Contractor meeting the requirements in accordance with the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.778, Federal Award Identification Number (FAIN) NH20144.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. **Payment for Mobile Crisis Team Services and Supports - Start-Up Period:** Payment for start-up period expenses incurred by the Contractor shall be made by DHHS based on the start-up budget specified in Exhibit B-3; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. The following invoice and payment provisions shall apply to the start-up period:
  - 3.1. Subject to Governor and Executive Council approval for DHHS to make an advanced payment to the Contractor for certain start-up period costs, DHHS shall make an advanced payment to the Contractor in the amount of \$149,980.
  - 3.2. The balance of DHHS payments made to the Contractor for start-up period expenses incurred by the Contractor shall be made on a cost reimbursement basis.
    - 3.2.1. In the event the Governor and Executive Council does not approve DHHS' request for the authority to make an advanced payment to the Contractor, as referenced in paragraph 3.1, all DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.
  - 3.3. Upon conclusion of the start-up period, the Contractor shall submit a start-up period expenditure report and invoice that documents the actual expenditures the Contractor incurred for fulfillment of the contracted services applicable to the start-up period. If applicable, the report and invoice shall also document the Contractor's application of the start-up payment, referenced in paragraph 3.1, and the invoice total amount due from DHHS shall be reduced by the amount of such payment. The Contractor shall submit the start-up period expense report and invoice specified in Exhibit B-1 for this purpose.
    - 3.3.1. In the event the Governor and Executive Council does not approve DHHS' request for the authority to make an advanced payment to the Contractor, as referenced in paragraph 3.1, the Contractor may more frequently submit the expenditure report and invoice referenced in paragraph 3.3. The Contractor shall ensure that subsequent expenditure reports and invoices reflect any DHHS payments received and the subsequent balance due.



4. **Payment for Mobile Crisis Team Services and Supports - Post Implementation Period:** Payment for all services and expenses shall be on a cost reimbursement basis, only for actual expenditures the Contractor incurs for fulfillment of the contracted services referenced in paragraph 2, less the amount of revenue the Contractor collects from third-party payers for delivery of contracted services and the remaining Contractor Match funds specified in Exhibit B-3.
- 4.1. The Contractor shall bill and seek reimbursement for services provided by the Mobile Crisis Team from third-party payers as follows:
- 4.1.1. For Medicaid enrolled individuals:
- 4.1.1.1. Through the Department of Health and Human Services' (DHHS) Medicaid Care Management providers: if the individual is enrolled with a Managed Care Organization (MCO), the vendor will be paid in accordance with its contract with the MCO.
- 4.1.1.2. Through the DHHS Medicaid Fee for Service program: if the individual is not enrolled with a MCO, the vendor will be paid in accordance with the NH DHHS Medicaid Fee for Service (FFS) schedule.
- 4.1.2. For individuals with other health insurance or other coverage for the services they receive, the vendor will directly bill the other insurance or payors.
- 4.1.3. For individuals without health insurance or other coverage for the services they receive, the vendor will directly bill DHHS to access contract funds provided through this Agreement.
- 4.2. The Contractor shall monthly document the expenses incurred for the fulfillment of services referenced in paragraph 2, and revenue received in response to the billing referenced in paragraphs 4.1.1 through 4.1.2. The Contractor shall submit this documentation on the DHHS approved invoice template and identify the amount of reimbursement to be billed under this contract for the applicable month. Services not covered by Medicaid or by other insurance that are eligible for payment of contract funds shall be paid to the Contractor within forty-five (45) days of DHHS invoice receipt.
- 4.2.1. The Contractor shall itemize all expenses consistent with the budget line item number in accordance with the Contract Budget (Exhibit B-3) for the applicable period.
- 4.2.2. The Contractor shall not seek payment of contract funds for services the Contractor bills to Medicaid or other insurance payors unless the following occurs:
- 4.2.2.1. If services the Contractor has billed to Medicaid or other insurance payors are not paid for consistent with the applicable reimbursement arrangement, the Contractor may invoice DHHS for the cost of services billed to such payors only after exhausting claims appeal processes or other resolution avenues allowable under the respective insurance plan.
- 4.2.3. The Contractor shall include the following additional information on each invoice, at minimum:

*HK*  
Date 4/6/17

**New Hampshire Department of Health and Human Services  
Mobile Crisis Services and Supports - Region 6  
Exhibit B**



- 4.2.3.1. Agency Name;
  - 4.2.3.2. Amount of request;
  - 4.2.3.3. Program Name (Mobile Crisis Response Team or Crisis Apartments);
  - 4.2.3.4. Time Period for which reimbursement is requested;
  - 4.2.3.5. Date of Request; and
- 4.2.4. Beginning July 1, 2017, with each monthly invoice submitted to DHHS for reimbursement, the Contractor shall submit a Mobile Crisis Teams Compliance Report (Exhibit B-2).
- 4.2.5. All invoices submitted by the Contractor are subject to approval by the DHHS designee for the Mobile Crisis Services and Supports program prior to DHHS processing payment to the Contractor. DHHS reserves the right to withhold and/or reduce payments if the Contractor is not in compliance as indicated by the Mobile Crisis Team Compliance Report referenced in paragraph 4.2.4.
- 4.2.6. The Contractor shall submit invoices electronically to the attention of the DHHS designee. DHHS shall provide the Contractor with the name and email address for the DHHS designee upon contract approval, and update this information as needed.
- 4.2.7. The Contractor may submit a final payment request to DHHS for reimbursement; in no event shall the final payment request be submitted later than sixty (60) days after the Contract ends. Failure to submit the invoice and accompanying documentation may result in nonpayment.
5. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services, required reports, or other contractual obligations contained in this Agreement, have not been completed in accordance with the terms and conditions specified herein.
7. Notwithstanding paragraph 18 of the P-37, a contract amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, related items, and amendment of related budget exhibits, may be made by written agreement of both parties through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**Exhibit B-1**  
**Start-up Period Invoice and Documentation of Expenses Incurred Report**

<p><b>New Hampshire Department of Health and Human Services</b>  <b>Bureau of Mental Health Services</b></p> <p>Contractor Name: <b>HARBOR HOMES</b></p> <p>Invoice/Documentation-Expenses Incurred for: <b>MOBILE CRISIS SERVICES AND SUPPORTS</b>                  Region 6 - Start-up Period</p> <p>Invoice Period: _____</p>	<p align="center"><b>BMHS Program Signature:</b> _____</p> <p align="center"><b>BMHS Payment Signature:</b> _____</p> <p align="center"><b>Authorized Contractor Signature:</b> _____</p> <p>Date: _____</p>
<p>This section for DHHS use only.</p>	<p>Amount: Approved \$ _____ Denied \$ _____</p> <p>Approved \$ _____ Denied \$ _____</p>

Line Item	Total Program Start-up Budget		Expenses Incurred This Invoice Period	Expense Report		Expenses Billed To Date Total	Start-up Budget Balance
	Start-up Budget	Advanced Payment Request		Amount Applied Advanced Payment	Balance Requested for Payment by DHHS		
1. Total Salary/Wages	\$ 24,000	\$ 5,000					
2. Employee Benefits & Taxes	\$ 4,800						
3. Consultants	\$ 4,500						
4. Equipment							
Rental / Leases							
Repair and Maintenance							
Purchase/Depreciation (IT)	\$ 35,000	\$ 18,000					
5. Supplies	\$ 13,900	\$ 13,900					
6. Furniture	\$ 27,500	\$ 27,500					
7. Occupancy							
8. Current Expenses							
Telephone							
Postage							
Subscriptions							
Audit and Legal							
Insurance							
Board Expenses							
9. Software - EMR							
10. Marketing/Communications	\$ 7,500	\$ 7,500					
11. Staff Education and Training	\$ 10,000	\$ 5,000					
12. Subcontracts/Agreements- Building Rehab.	\$ 121,800	\$ 73,080					
<b>TOTAL</b>	\$ <b>250,000</b>	\$ <b>149,980</b>					

\*See Exhibit B, paragraph 3 for conditions applicable to the Advanced Payment

Contractor Initials: HW  
 Date: 4/6/17

Exhibit B-2  
**MOBILE CRISIS TEAMS**  
**COMPLIANCE REPORT**

Agency Name: \_\_\_\_\_

FY: \_\_\_\_\_ Month: \_\_\_\_\_

The Contractor shall ensure that the Mobile Crisis Team is available twenty-four (24) hours per day, seven (7) days per week.

Meets compliance

Does not meet compliance

**Corrective Action Plan:**

The Mobile Crisis Team is composed of clinicians trained to provide behavioral health emergency services and crisis intervention services, and also includes at least one (1) peer specialist and one (1) on-call psychiatrist/APRN.

Meets compliance

Does not meet compliance

**Corrective Action Plan:**

The Mobile Crisis Team is able to respond to individuals twenty-four (24) hours per day, seven (7) days per week onsite in their homes and in other natural environments and community settings where crises arise, including in crisis apartments.

Meets compliance

Does not meet compliance

**Corrective Action Plan:**

The Mobile Crisis Team is able to offer services and supports via telephone and, whenever necessary, consistent with legitimate safety concerns, meet face-to-face to de-escalate crises without removing the individuals from their homes and/or community programs.

Meets compliance

Does not meet compliance

**Corrective Action Plan:**

The Mobile Crisis Team is able to provide services and supports until the crisis subsides, up to seven (7) days following the onset of the crisis.

Meets compliance

Does not meet compliance

**Corrective Action Plan:**

The Mobile Crisis Team is able to work with law enforcement personnel to respond to individuals in mental health crisis who come into contact with law enforcement.

Meets compliance

Does not meet compliance

**Corrective Action Plan:**

Contractor Initials RV

Submit Electronically with the Invoice/Documentation-Expenses Incurred on a Monthly Basis

Date 4/6/17

New Hampshire Department of Health and Human Services

Bidder/Program Name: HARBOR HOMES

Budget Request for: MOBILE CRISIS SERVICES AND SUPPORTS, REGION 6

Budget Period: JULY 1, 2017 - JUNE 30, 2018

1. Total Salary/Wages	\$ 1,607,796	\$ 425,905	\$ 2,033,701
2. Employee Benefits & Taxes	\$ 321,559	\$ 85,181	\$ 406,740
3. Consultants	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -
Rental / Leases	\$ 12,000	\$ -	\$ 12,000
Repair and Maintenance	\$ 6,100	\$ -	\$ 6,100
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 1,800	\$ -	\$ 1,800
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 5,400	\$ -	\$ 5,400
6. Travel	\$ 15,000	\$ -	\$ 15,000
7. Occupancy	\$ 91,200	\$ -	\$ 91,200
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 7,800	\$ -	\$ 7,800
Postage	\$ 1,200	\$ -	\$ 1,200
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ 44,069	\$ -	\$ 44,069
Board Expenses	\$ -	\$ -	\$ -
Software - EMR	\$ 15,000	\$ -	\$ 15,000
9. Marketing/Communications	\$ -	\$ -	\$ -
10. Staff Education and Training	\$ 15,000	\$ -	\$ 15,000
11. Subcontracts/Agreements	\$ 7,200	\$ -	\$ 7,200
12. Other (specific details mandatory):	\$ -	\$ -	\$ -
13a. Other - Client Supplies	\$ 7,200	\$ -	\$ 7,200
13b. Other - Building & Household Supplies	\$ 8,400	\$ -	\$ 8,400
13c. Other - Food Supplies-Crisis Apartments	\$ 20,800	\$ -	\$ 20,800
<b>TOTAL</b>	<b>\$ 2,187,624</b>	<b>\$ 511,086.14</b>	<b>\$ 2,698,610</b>

Federally Approved Indirect Rate of Personnel Cost 26.49%

<b>Contractor Share: Revenue and Match</b>	
1. Third-Party Reimbursement:	\$ 146,250
1a. Private / Other	\$ 786,600
1b. Medicaid	\$ 144,112
1c. Medicare	\$ 308,035
2. Donations/Corporate/Foundation/Other Grants	\$ 1,384,987
Subtotal	\$ 1,313,613
<b>DHHS Share: Contract Funds (Ex. B, item #)</b>	<b>\$ 2,698,610</b>
<b>Total Revenue/Funding</b>	<b>\$ 2,698,610</b>

Contractor Initials: *PKC*

Date: 4/6/17

New Hampshire Department of Health and Human Services						
Bidder/Program Name: HARBOR HOMES						
Budget Request for: MOBILE CRISIS SERVICES AND SUPPORTS, REGION 6						
Budget Period: JULY 1, 2018 - JUNE 30, 2019						
1. Total Salary/Wages	\$	1,607,796	\$	425,905	\$	2,033,701
2. Employee Benefits & Taxes	\$	321,559	\$	85,181	\$	406,740
3. Consultants	\$	-	\$	-	\$	-
4. Equipment	\$	-	\$	-	\$	-
Rental/Leases	\$	12,000	\$	-	\$	12,000
Repair and Maintenance	\$	6,100	\$	-	\$	6,100
Purchase/Depreciation	\$	-	\$	-	\$	-
Supplies	\$	-	\$	-	\$	-
Educational	\$	1,800	\$	-	\$	1,800
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-
Office	\$	5,400	\$	-	\$	5,400
Travel	\$	15,000	\$	-	\$	15,000
Occupancy	\$	91,200	\$	-	\$	91,200
Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	7,800	\$	-	\$	7,800
Postage	\$	1,200	\$	-	\$	1,200
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-
Insurance	\$	44,069	\$	-	\$	44,069
Board Expenses	\$	-	\$	-	\$	-
Software - EMR	\$	15,000	\$	-	\$	15,000
Marketing/Communications	\$	-	\$	-	\$	-
Staff Education and Training	\$	15,000	\$	-	\$	15,000
Subcontracts/Agreements	\$	7,200	\$	-	\$	7,200
Other (specific details mandatory):	\$	-	\$	-	\$	-
Other - Client Supplies	\$	7,200	\$	-	\$	7,200
Other - Building & Household Supplies	\$	8,400	\$	-	\$	8,400
Other - Food Supplies-Crisis Apartments	\$	20,800	\$	-	\$	20,800
<b>TOTAL</b>	\$	<b>2,187,524</b>	\$	<b>511,086.14</b>	\$	<b>2,698,610</b>
<b>Federally Approved Indirect Rate of Personnel Cost</b>					26.49%	

<b>Contractor Share: Revenue and Match</b>		
1. Third-Party Reimbursement:	\$	146,250
1a. Private / Other	\$	786,600
1b. Medicaid	\$	144,112
1c. Medicare	\$	308,035
2. Donations/Corporate/Foundation/Other Grants	\$	1,384,987
Subtotal	\$	1,313,613
<b>DHHS Share: Contract Funds (Ex. B, Item #)</b>	\$	<b>2,698,610</b>
<b>Total Revenue/Funding</b>	\$	<b>2,698,610</b>

Contractor Initials: *PH*  
Date: 4/6/17



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**SPECIAL PROVISIONS**

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

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



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

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

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

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

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**REVISIONS TO GENERAL PROVISIONS**

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



- any, in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination, except those specified in 10.6 herein.
- 10.8 In the event of termination under Paragraph 10 of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. **Agreement Elements/Order of Precedence:**
- 4.1 RFP-2017-DBH-04-MOBILE is hereby incorporated into this Agreement.
- 4.2 The Contractor's proposal submitted in response to RFP-2017-DBH-04-MOBILE-04 is hereby incorporated into this Agreement.
- 4.3 The Agreement between the parties shall consist of the following documents, and in the event of any conflict or ambiguity between the Agreement documents, the documents shall govern in the following order of precedence:
- 4.3.1 General Provisions (P-37);
  - 4.3.2 Exhibit A Scope of Services;
  - 4.3.3 Exhibit B Methods and Conditions Precedent to Payment;
  - 4.3.4 Exhibit C Special Provisions;
  - 4.3.5 Exhibit C-1 Revisions to Special Provisions;
  - 4.3.6 Exhibit D Certification Regarding Drug-Free Workplace Requirements;
  - 4.3.7 Exhibit E Certification Regarding Lobbying;
  - 4.3.8 Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters;
  - 4.3.9 Exhibit G Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections;
  - 4.3.10 Exhibit H Certification Regarding Environmental Tobacco Smoke;
  - 4.3.11 Exhibit I Health Insurance Portability Act Business Associate Agreement;
  - 4.3.11 Exhibit J Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance;
  - 4.3.12 RFP-2017-DBH-04-MOBILE and all issued addenda; and
  - 4.3.13 Contractor's proposal submitted in response to RFP-2017-DBH-04-MOBILE.
- 4.4 In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



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

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

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

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

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

Contractor Name: Harbor Homes Inc.

Name: Peter Kelleher  
Title: President & CEO

4/6/17  
Date



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

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

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

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

Contractor Name: Harbor Homes Inc.

Name: Peter Kelleher  
Title: President & CEO

4/6/17  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Harbor Homes Inc.

Name: Peter Kelleher  
Title: President & CEO

4/6/17  
Date



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

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

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

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

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

Exhibit G

Contractor Initials JK

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: Harbor Homes Inc.

4/6/17  
Date

  
Name: Peter Keller  
Title: President & CEO

Exhibit G

Contractor Initials pk

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

Date 4/6/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Harbor Homes Inc.

4/6/17  
Date

  
Name: Peter Kelleher  
Title: President & CEO



Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
 The State  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_

Harbor Homes Inc.  
 Name of the Contractor  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_



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

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

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

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

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

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

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

Contractor Name: Harbor Homes Inc.

Name: Peter Kelleher  
Title: President & CEO

4/6/17  
Date

Contractor Initials PK  
Date 4/6/17



**FORM A**

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

- 1. The DUNS number for your entity is: 13-186-41357
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

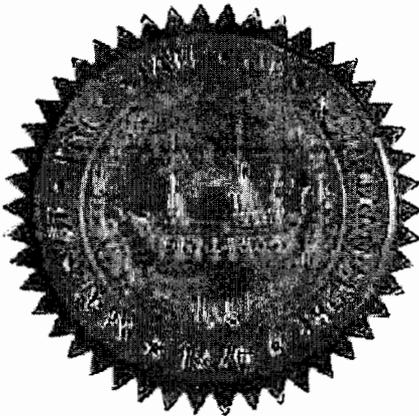
- 4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 formed February 15, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14<sup>th</sup> day of April A.D. 2016

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner  
Secretary of State

## Business Information

### Business Details

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Business Name:	HARBOR HOMES, INC.	Business ID:	62778
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	02/15/1980	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	02/15/1980		
Principal Office Address:	45 High Street, Nashua, NH, 03060, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
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No records to view.

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### Registered Agent Information

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Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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# CERTIFICATE OF VOTE

I, Joel Jaffe, 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 4/6/17:  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6<sup>th</sup> day of April, 2017.  
(Date Contract Signed)

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

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2017.

By Joel Jaffe  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/8/2017

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 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>INSURED</b> Harbor Homes, Inc 45 High Street Nashua NH 03060	<b>INSURER(S) AFFORDING COVERAGE</b>
	INSURER A : Hanover Insurance INSURER B : Philadelphia Insurance Companies INSURER C : Great Falls Insurance Co INSURER D : INSURER E : INSURER F :	<b>NAIC #</b>

**COVERAGES**

CERTIFICATE NUMBER: 2030495871

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	Y	ZBV9707147	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AHV9706003	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		UHV970913303	7/1/2016	7/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCD0936040016	11/26/2016	11/26/2017	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
A B A	Professional Liability Management Liability Crime		L1VA966006 PHSD1049831 BMVA101342	7/1/2016 7/1/2016 7/1/2016	7/1/2017 7/1/2017 7/1/2017	\$1,000,000 \$1,000,000 \$510,000	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Eaton & Berube Insurance Agency, Inc.		<b>NAMED INSURED</b> Harbor Homes, Inc 45 High Street Nashua NH 03060	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

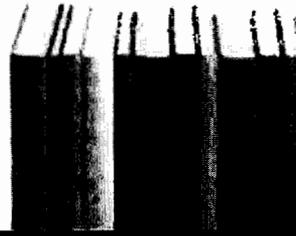
**ADDITIONAL REMARKS**

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

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280  
 Welcoming Light, Inc. -FID# 020481648  
 HH Ownership, Inc.  
 Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

# Web-Library

*An Internal Employee Resource Center*



**Home**

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**Harbor Homes, Inc.**

## **Mission Statement**

*To create and provide quality residential and supportive services for persons (and their families) challenged by mental illness and homelessness.*

## **Overview**

- **A private, nonprofit agency, Harbor Homes is a beacon for people challenged by mental illness and/or homelessness or chronic homelessness.**
- **Built upon a core belief that individuality, dignity, self-respect and a safe place to live are key to a person's ability to contribute to society. [more](#)**

## **Harbor Homes, Inc**

*5 Year Goals and Objectives*

[Back to Mission Statement and Overviews](#)

**HARBOR HOMES, INC.**

**Financial Statements**

**For the Year Ended June 30, 2016**

**(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 financial statements of Harbor Homes, Inc., which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the 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 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 financial statements.

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

### **Opinion**

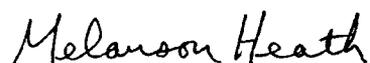
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. as of June 30, 2016, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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

We have previously audited Harbor Homes, Inc.'s fiscal year 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 10, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.

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

In accordance with *Government Auditing Standards*, we have also issued our report dated November 2, 2016 on our consideration of the 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 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 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.



November 2, 2016

HARBOR HOMES, INC.

Statement of Financial Position

June 30, 2016

(With Comparative Totals as of June 30, 2015)

<u>ASSETS</u>	<u>2016</u>	<u>2015</u>
Current Assets:		
Cash and cash equivalents	\$ 80,962	\$ 191,326
Investments	8,890	10,299
Accounts receivable, net	862,339	1,020,434
Patient services receivables, net	448,468	290,292
Due from related organizations	180,466	90,703
Prepaid expenses	160,913	66,069
Total Current Assets	<u>1,742,038</u>	<u>1,669,123</u>
Noncurrent Assets:		
Property and Equipment, net of accumulated depreciation	19,139,795	20,069,439
Restricted deposits and funded reserves	382,783	346,027
Due from related organizations	318,617	318,935
Beneficial interest	143,756	149,503
Deferred compensation plan	100,591	91,937
Total Noncurrent Assets	<u>20,085,542</u>	<u>20,975,841</u>
Total Assets	<u>\$ 21,827,580</u>	<u>\$ 22,644,964</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Accounts payable	\$ 233,806	\$ 448,625
Accrued expenses	789,127	720,016
Due to related organizations	-	109,364
Line of credit	100,100	733,319
Deferred revenue	256,659	2,259
Current portion of capital leases payable	47,985	43,126
Current portion of mortgages payable	256,680	201,707
Total Current Liabilities	<u>1,684,357</u>	<u>2,258,416</u>
Long Term Liabilities:		
Security deposits	31,953	42,494
Deferred compensation plan	107,215	91,937
Capital leases payable, net of current portion	13,446	61,431
Mortgages payable, tax credits	100,323	121,367
Mortgages payable, net of current portion	6,932,311	7,191,180
Mortgages payable, deferred	5,217,096	5,332,834
Total Long Term Liabilities	<u>12,402,344</u>	<u>12,841,243</u>
Total Liabilities	14,086,701	15,099,659
Unrestricted Net Assets	7,593,742	7,498,125
Temporarily Restricted Net Assets	147,137	47,180
Total Net Assets	<u>7,740,879</u>	<u>7,545,305</u>
Total Liabilities and Net Assets	<u>\$ 21,827,580</u>	<u>\$ 22,644,964</u>

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

HARBOR HOMES, INC.

Statement of Activities

For the Year Ended June 30, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	<u>Unrestricted</u> <u>Net Assets</u>	<u>Temporarily</u> <u>Restricted</u> <u>Net Assets</u>	<u>2016</u> <u>Total</u>	<u>2015</u> <u>Total</u>
<u>Public Support and Revenue:</u>				
<u>Public Support:</u>				
Federal grants	\$ 2,758,968	\$ -	\$ 2,758,968	\$ 3,343,768
State, local, and other grants	3,824,837	-	3,824,837	2,354,114
Contributions	141,631	343,000	484,631	444,890
Fundraising events	20,885	-	20,885	1,522
Net assets released from restriction	<u>243,043</u>	<u>(243,043)</u>	<u>-</u>	<u>-</u>
Total Public Support	6,989,364	99,957	7,089,321	6,144,294
<u>Revenue:</u>				
Department of Housing and Urban Development	2,940,896	-	2,940,896	2,872,237
Veterans Administrative grants	2,303,049	-	2,303,049	2,464,140
Contracted services	328,802	-	328,802	1,008,778
Patient services revenues, net	1,736,275	-	1,736,275	893,197
Medicaid - Federal and State, net	1,292,782	-	1,292,782	820,177
Rent and service charges, net	381,691	-	381,691	438,744
Other fees and miscellaneous	292,972	-	292,972	212,486
Other patient revenues	-	-	-	144,598
Outside rent	122,508	-	122,508	110,841
Management fees	36,960	-	36,960	35,478
Investment income/(loss)	(5,792)	-	(5,792)	2,708
Gain (loss) on disposal of fixed assets	-	-	-	332,618
Total Revenue	<u>9,430,143</u>	<u>-</u>	<u>9,430,143</u>	<u>9,336,002</u>
Total Public Support and Revenue	16,419,507	99,957	16,519,464	15,480,296
<u>Expenses:</u>				
Program	15,156,854	-	15,156,854	13,331,133
Administration	2,119,583	-	2,119,583	1,772,573
Fundraising	264,974	-	264,974	380,786
Total Expenses	<u>17,541,411</u>	<u>-</u>	<u>17,541,411</u>	<u>15,484,492</u>
Legal settlement, net (see Note 23)	1,119,434	-	1,119,434	-
Debt forgiveness	<u>98,087</u>	<u>-</u>	<u>98,087</u>	<u>-</u>
Change in net assets	95,617	99,957	195,574	(4,196)
Net Assets, Beginning of Year	<u>7,498,125</u>	<u>47,180</u>	<u>7,545,305</u>	<u>7,549,501</u>
Net Assets, End of Year	<u>\$ 7,593,742</u>	<u>\$ 147,137</u>	<u>\$ 7,740,879</u>	<u>\$ 7,545,305</u>

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

HARBOR HOMES, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	<u>2016 Total</u>	<u>2015 Total</u>
Expenses:					
Accounting fees	\$ -	\$ 54,671	\$ -	\$ 54,671	\$ 45,104
Advertising and promotion	4,135	6,194	124	10,453	5,921
Client expenses	196,185	-	-	196,185	237,585
Conferences, conventions, and meetings	53,193	1,426	299	54,918	25,639
Contract labor	261,391	-	16,018	277,409	289,589
Employee benefits	788,486	283,854	28,452	1,100,792	1,054,204
Grants	157,542	75	-	157,617	257,722
Information technology	158,019	32,889	33	190,941	148,414
Insurance	114,177	6,049	158	120,384	100,407
Interest	402,980	41,781	808	445,569	457,853
Legal fees	17,710	88,063	-	105,773	25,677
Management fees	-	11,624	-	11,624	10,518
Occupancy	5,674,641	79,130	3,651	5,757,422	4,447,022
Office expenses	146,474	43,912	2,915	193,301	206,997
Operational supplies	152,903	5,611	317	158,831	138,653
Other expenses	14,512	24,782	34,267	73,561	75,683
Payroll taxes	419,716	93,011	7,475	520,202	491,165
Professional fees	112,652	43,158	3,592	159,402	280,980
Salaries and wages	5,405,757	1,169,882	158,687	6,734,326	6,040,999
Security deposits	143,902	-	-	143,902	140,307
Staff development and expenses	16,966	3,839	224	21,029	86,768
Travel	57,575	1,999	354	59,928	50,160
Total Expenses Before Depreciation	<u>14,298,916</u>	<u>1,991,950</u>	<u>257,374</u>	<u>16,548,240</u>	<u>14,617,367</u>
Depreciation and amortization	<u>857,938</u>	<u>127,633</u>	<u>7,600</u>	<u>993,171</u>	<u>867,125</u>
Total Functional Expenses	<u>\$ 15,156,854</u>	<u>\$ 2,119,583</u>	<u>\$ 264,974</u>	<u>\$ 17,541,411</u>	<u>\$ 15,484,492</u>

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

HARBOR HOMES, INC.

Statement of Cash Flows

For the Year Ended June 30, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	<u>2016</u>	<u>2015</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 195,574	\$ (4,196)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	993,171	867,125
(Gain)/loss on disposal of fixed assets	-	(332,618)
(Gain)/loss on beneficial interest	5,747	(1,299)
Debt forgiveness	(98,087)	-
(Increase) Decrease In:		
Accounts receivable	158,095	(11,333)
Patient services receivable	(158,176)	138,594
Promises to give	-	50,000
Prepaid expenses	(94,844)	(37,494)
Increase (Decrease) In:		
Accounts payable	(214,819)	(151,424)
Accrued expenses	69,111	15,340
Deferred revenue	254,400	(74)
Other liabilities	6,624	(13,783)
Net Cash Provided by Operating Activities	<u>1,116,796</u>	<u>518,838</u>
Cash Flows From Investing Activities:		
Restricted deposits and funded reserves	(36,756)	(25,736)
Security deposits	(10,541)	965
Proceeds from sale of fixed assets	-	395,370
Purchase of fixed assets	(63,527)	(868,311)
Purchase of investments	-	(10,299)
Sale of investments	1,409	-
Net Cash Used by Investing Activities	<u>(109,415)</u>	<u>(508,011)</u>
Cash Flows From Financing Activities:		
Borrowings from line of credit	110,100	1,564,496
Payments on line of credit	(743,319)	(1,232,045)
Payments on long term borrowings	(285,717)	(238,228)
Net change in due to/from related organizations	(198,809)	(84,118)
Net Cash Used by Financing Activities	<u>(1,117,745)</u>	<u>10,105</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(110,364)	20,932
Cash and Cash Equivalents, Beginning of Year	<u>191,326</u>	<u>170,394</u>
Cash and Cash Equivalents, End of Year	<u>\$ 80,962</u>	<u>\$ 191,326</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 445,423</u>	<u>\$ 457,717</u>
Non-cash financing activities	<u>\$ -</u>	<u>\$ 132,000</u>
Debt forgiveness	<u>\$ 98,087</u>	<u>\$ -</u>

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

## HARBOR HOMES, INC.

### Notes to the Financial Statements

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

Harbor Homes, Inc. (the Organization) is a nonprofit organization that 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 peer support programs, job training, a paid employment program, and social and educational activities.

In addition to housing and supportive services, the Organization 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.

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

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

##### 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, 2016, from which the summarized information was derived.

##### Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit

organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

### Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

### Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

### Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

### 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 Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

### Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance, management has taken into account a variety of factors.

### Patient Services Receivables, Net

Patient services receivables result from the 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. The Organization has not changed its financial assistance policy in 2016. The Organization does not maintain a material allowance for doubtful collections from third-party payors, nor did it have significant write-offs from third-party payors.

### Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

### Patient Service Revenues, Net

Patient service 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 (see Note 25).

### Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

### Use of 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, 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. Accordingly, actual amounts could differ from those estimates.

### Tax Status

Harbor Homes, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income

taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2016, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

Reclassifications

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

**3. Concentration of Credit Risk - Cash and Cash Equivalents:**

The carrying amount of the Organization's deposits with financial institutions was \$463,745 at June 30, 2016. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2016. The bank balance is categorized as follows:

Insured by FDIC	\$ 577,016
Insured by SIPC	<u>970</u>
Total Bank Balance	<u>\$ 577,986</u>

**4. Investments:**

The Organization's investments are reported on the basis of quoted market prices and consist of the following at June 30, 2016:

	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain or (Loss) To Date</u>
Stocks	\$ <u>8,890</u>	\$ <u>8,890</u>	\$ <u>-</u>
Total	\$ <u><u>8,890</u></u>	\$ <u><u>8,890</u></u>	\$ <u><u>-</u></u>

**5. Receivables, Net:**

Accounts receivable at June 30, 2016 consists of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 699,014	\$ -	\$ 699,014
Medicaid	59,271	-	59,271
Other	67,229	-	67,229
Residents	108,263	(74,177)	34,086
Security deposits	<u>2,739</u>	<u>-</u>	<u>2,739</u>
Total	<u>\$ 936,516</u>	<u>\$ (74,177)</u>	<u>\$ 862,339</u>

Patient accounts receivable, related to the Organization's federally qualified health care center, consisted of the following at June 30, 2016:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 336,379	\$ (92,737)	\$ 243,642
Medicare	70,942	(888)	70,054
Other	<u>268,500</u>	<u>(133,728)</u>	<u>134,772</u>
Total	<u>\$ 675,821</u>	<u>\$ (227,353)</u>	<u>\$ 448,468</u>

**6. Due From Related Organizations:**

Due from related organizations represents amounts due to Harbor Homes, Inc. from related entities whereby common control is shared with the same Board of Directors (See Note 20). These balances exist because certain receipts and disbursements of the related organizations flow through the Harbor Homes, Inc. main operating cash account. The related organizations and their balances at June 30, 2016 are as follows:

Current:	
Healthy at Home	\$ 52,208
Southern NH HIV/AIDS Task Force	7,941
Greater Nashua Council on Alcoholism	88,464
HH Ownership, Inc.	18,161
Harbor Homes III, Inc.	<u>13,692</u>
Subtotal current	180,466
Noncurrent:	
Milford Regional Counseling Services, Inc.	40,324
Harbor Homes II, Inc.	125,305
Welcoming Light, Inc.	<u>152,988</u>
Subtotal noncurrent	<u>318,617</u>
Total	<u>\$ 499,083</u>

Although management believes the above receivables to be collectible, there is significant risk that the noncurrent portion may not be.

**7. Prepaid Expenses:**

Prepaid expenses consist of the following items:

Prepaid deposits	\$ 78,884
Prepaid HRA	62,610
Prepaid other	<u>19,419</u>
Total	<u>\$ 160,913</u>

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

A summary of the major components of property and equipment is presented below:

Land	\$ 1,747,190
Land improvements	12,290
Buildings	16,130,760
Building improvements	6,013,576
Software	443,476
Vehicles	211,878
Furniture and fixtures	148,622
Equipment	372,116
Dental equipment	141,716
Medical equipment	<u>58,022</u>
Subtotal	25,279,646
Less: accumulated depreciation	<u>(6,139,851)</u>
Total	<u>\$ 19,139,795</u>

Depreciation expense for the year ended June 30, 2016 totaled \$993,171.

The estimated useful lives of the depreciable assets are as follows:

<u>Assets</u>	<u>Years</u>
Land improvements	15
Buildings and improvements	10 - 40
Software	3
Vehicles	3
Furniture and fixtures	5 - 7
Equipment and medical equipment	5 - 7

**9. Restricted Deposits and Funded Reserves:**

Restricted deposits and funded reserves consist of escrow accounts and reserves which are held for various purposes. The following is a summary of the restricted accounts:

Security deposits	\$ 28,949
Reserve for replacements	349,466
Residual receipt deposits	<u>4,368</u>
Total	<u>\$ 382,783</u>

Security deposits held will be returned to tenants when they vacate. Reserve for replacement accounts are required by the Department of Housing and Urban Development (HUD) and the City of Nashua and are used for the replacement of property with prior approval. Residual receipt deposits are required by the Department of Housing and Urban Development and are to be used at the discretion of HUD.

**10. Beneficial Interest:**

The Organization has a beneficial interest in the Harbor Homes, Inc. Fund (the Fund), a component fund of the New Hampshire Charitable Foundation's (the Foundation) Nashua Region. The Organization will receive distributions from the Fund based on a spending allocation, which is a percentage of the assets set by the Foundation and reviewed annually. The current spending percentage is 4.5% of the market value (using a 20-quarter average) of the Fund. At June 30, 2016, the value of the fund was \$143,756.

**11. Accrued Expenses:**

Accrued expenses include the following:

Mortgage interest	\$ 2,328
Payroll and related taxes	293,486
Compensated absences - vacation time	444,852
Compensated absences - personal time	<u>48,461</u>
Total	<u>\$ 789,127</u>

**12. Line of Credit:**

At June 30, 2016, the Organization had a \$1,000,000 of credit available from TD Bank, N. A. due February 28, 2017, secured by all 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, 2016, the credit line had an outstanding balance of \$100,100 at an interest rate of 4.50%.

**13. Deferred Revenue:**

In 2016, the Organization entered an agreement with the State of New Hampshire to request a portion of the subsequent month's rent, in advance, for cash flow purposes. Deferred revenue represents July 2016 rents requested and advanced from the State of New Hampshire in June 2016.

**14. Security Deposits:**

Security deposits are comprised of tenant security deposits and other miscellaneous deposits. Tenant security deposits are held in a separate bank account in the name of the Organization. These deposits will be returned to residents when they leave the facility. Interest will be returned to residents who have had over one year of continuous tenancy.

**15. Capital Leases:**

The Organization is the lessee of certain equipment under a capital lease expiring in November of 2017. Future minimum lease payments under this lease are as follows:

<u>Year</u>	<u>Amount</u>
2017	\$ 47,985
2018	<u>13,446</u>
Total	<u>\$ 61,431</u>

At June 30, 2016, equipment of \$132,000, net of amortization of \$8,800, related to this capital lease.

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

Mortgages payable, tax credits consist of a mortgage payable 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, 2016 is \$100,323.

**17. Mortgages Payable:**

Mortgages payable as of June 30, 2016 consisted of the following:

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$7,879, including principal and interest at an adjustable rate of for the initial ten years based on the then prevailing 10/30 Federal Home Loan Bank Amortizing Advance Rate plus 3.00% and resetting in year 11 based on the then prevailing 10/20 Federal Home Loan Bank Amortizing Advance Rate plus 3.00%, maturing in 2043, secured by real property located at 335 Somerville Street in Manchester, NH.	\$ 1,178,370
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$6,193, including principal and interest at an adjustable rate of 4.57% for twenty years, maturing in 2043, secured by real property located at 335 Somerville Street in Manchester, NH.	1,163,073
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$7,768, including principal and interest at 7.05%, maturing in 2040, secured by real property located at 59 Factory Street in Nashua, NH.	1,078,572
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$6,391, including principal and interest at 6.75%, maturing in 2031, secured by real property located at 45 High Street in Nashua, NH.	673,666
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$5,126, including principal and interest at 6.97%, maturing in 2036, secured by real property located at 46 Spring Street in Nashua, NH.	663,735
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$3,996, including principal and interest at 4.75%, maturing in 2036, secured by real property located at 46 Spring Street in Nashua, NH.	623,110
A mortgage payable to TD Bank, due in monthly installments of \$5,387, including principal and interest at 7.27%, maturing in 2025, secured by real property located on Maple Street in Nashua, NH.	422,816
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$2,692, including principal and interest at 4.75%, maturing in 2040, secured by real property located at 59 Factory Street in Nashua, NH.	464,812

(continued)

(continued)

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$2,077, including principal and interest at 5.57% for the first five years, then adjusting in June 2015, 2020, 2025, and 2030 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 2.75%, maturing in 2035, secured by real property located at 189 Kinsley Street in Nashua, NH.	292,426
A mortgage payable to Mascoma Savings Bank, fsb., due in monthly installments of \$1,731, including principal and interest at 7.00% maturing in 2036, secured by real property located at 7 Trinity Street in Claremont, NH.	225,359
A mortgage payable to the Department of Housing and Urban Development, due in monthly installments of \$2,385, including principal and interest at 9.25%, maturing in 2022, secured by real property located at 3 Winter Street in Nashua, NH.	134,099
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,144, including principal and interest at a variable rate (5.61% at June 30, 2012), maturing in 2029, secured by real property located at 24 Mulberry Street in Nashua, NH.	123,753
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$779, including principal and interest at 7.20% for the first five years, then adjusting in April 2012, 2017, 2022, 2027, and 2032 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 225 basis points, maturing in 2037, secured by real property located at 4 New Haven Drive, Unit 202 in Nashua, NH.	96,438
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,283, including principal and interest at 3.73%, maturing in 2035, secured by real property located at 59 Factory Street in Nashua, NH.	<u>48,762</u>
Total	7,188,991
Less amount due within one year	<u>(256,680)</u>
Mortgages payable, net of current portion	<u>\$ 6,932,311</u>

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

<u>Year</u>	<u>Amount</u>
2017	\$ 256,680
2018	224,455
2019	235,277
2020	249,072
2021	263,737
Thereafter	<u>5,959,770</u>
Total	\$ <u>7,188,991</u>

**18. Mortgages Payable, Deferred:**

The Organization has deferred mortgages outstanding at June 30, 2016 totaling \$5,217,096. These loans are not required to be repaid unless the Organization is in default with the terms of the loan agreements or if an operating surplus occurs within that program.

Several of these loans are special financing from the New Hampshire Housing Finance Authority (NHHFA) to fund specific projects. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender.

The following is a list of deferred mortgages payable at June 30, 2016:

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
High Street fire system	<u>65,000</u>
Total City of Nashua	1,136,000
Federal Home Loan Bank (FHLB):	
Factory Street property	400,000
Somerville Street property	400,000
Spring Street property	<u>398,747</u>
Total FHLB	1,198,747
NHHFA:	
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>2,582,349</u>
Total Mortgages Payable, Deferred	\$ <u>5,217,096</u>

\* During fiscal year 2016, the Organization was out of compliance with the income eligibility terms of the loan agreement due to a tenant obtaining a higher income wage after entrance to the program. The lender is aware of the noncompliance and it is expected that this temporary noncompliance will be resolved when the specific tenant moves out.

**19. Temporarily Restricted Net Assets:**

Temporarily restricted net assets are available for the following purposes at June 30, 2016:

<u>Purpose</u>	<u>Amount</u>
Above and beyond	\$ 600
Art supplies	750
Claremont	15,000
Client transportation	1,826
Christmas gifts	400
Dalianis bricks	735
Dentrix	10,000
Gilmore Center	39,332
Operation brightside	2,000
PEC	108
People's United grant	8,250
SCOAP	2,205
Software	50,553
Standdown	2,325
Thanksgiving	978
Veterans computers	5,630
Unitarian Church end homelessness	<u>6,445</u>
Total	<u>\$ 147,137</u>

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

**20. Transactions with Related Parties:**

The Organization's clients perform janitorial services for Harbor Homes HUD I, II and III, Inc., Welcoming Light, Inc., Milford Regional Counseling Services, Inc., Healthy at Home, Inc., Greater Nashua Council on Alcoholism, and Southern NH HIV/AIDS Task Force, related organizations. These services are billed to the related organizations and reported as revenues in the accompanying financial statements.

The Organization currently has several contracts with Healthy at Home, Inc. to receive various skilled nursing services, CNA services and companion services for its clients. All of the contracts are based on per diem fees, ranging from \$16 per hour for companion services to \$100 per visit for skilled nursing services.

During the year, the Organization rented office space, under tenant at will agreements, to Southern NH HIV/AIDS Task Force, Greater Nashua Council on Alcoholism, and Healthy at Home, Inc., related parties. The rental income under these agreements totaled \$32,696, \$23,136 and \$54,336, respectively, for fiscal year 2016.

Harbor Homes, Inc. receives management fees from the related HUD projects.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

The following are the commonly controlled organizations:

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

**21. Deferred Compensation Plans:**

The Organization maintains a 403(b) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 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, 2016 were \$235,265.

The Organization maintains a deferred compensation plan for certain employees and directors (the "SA Plan"). The deferred compensation liability under the SA Plan was \$107,215 as of June 30, 2016 and was recorded as a long-term liability. This liability is offset by a corresponding long-term asset.

**22. Concentration of Risk:**

The Organization received revenue as follows:

Federal grants	\$	17%
State, local, and other agencies		23%
Department of Housing and Urban Development		18%
Department of Veterans Affairs		14%
Medicaid		8%
All other support and revenue		<u>20%</u>
Total	\$	<u>100%</u>

**23. Legal Settlement, Net:**

In 2011, the State of New Hampshire removed the ability to bill for certain Medicaid services and the Organization filed suit. The Organization settled with the State in 2015 and was awarded \$1,350,000 in fiscal year 2016. The settlement was received net of legal fees.

**24. Fair Value Measurements:**

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;

- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	Carrying Value	Fair Value	Level One	Level Two	Level Three
Investments	\$ 8,890	\$ 8,890	\$ 8,890	\$ -	\$ -
Due from related organizations	499,083	499,083	-	-	499,083
Beneficial interest	143,756	143,756	-	-	143,756
Deferred compensation plan	100,591	100,591	100,591	-	-
Total assets	<u>\$ 752,320</u>	<u>\$ 752,320</u>	<u>\$ 109,481</u>	<u>\$ -</u>	<u>\$ 642,839</u>
Line of credit	\$ 100,100	\$ 100,100	\$ -	\$ 100,100	\$ -
Capital leases payable	61,431	61,431	-	61,431	-
Mortgages payable, tax credits	100,323	100,323	-	-	100,323
Mortgages payable	7,188,991	7,188,991	-	7,188,991	-
Mortgages payable, deferred	5,217,096	5,217,096	-	5,217,096	-
Total liabilities	<u>\$ 12,667,941</u>	<u>\$ 12,667,941</u>	<u>\$ -</u>	<u>\$ 12,567,618</u>	<u>\$ 100,323</u>

Fair Value Measurements  
Using Significant Unobservable Inputs  
Level 3

	Due from related organizations	Beneficial Interest	Due to related organizations	Mortgages Payable, Tax Credits
Beginning balance June 30, 2015	\$ 409,638	\$ 149,503	\$ 109,364	\$ 121,367
Advances	505,581	-	151,998	-
Reductions	<u>(416,136)</u>	<u>(5,747)</u>	<u>(261,362)</u>	<u>(21,044)</u>
Ending balance June 30, 2016	<u>\$ 499,083</u>	<u>\$ 143,756</u>	<u>\$ -</u>	<u>\$ 100,323</u>

## 25. Patient Service Revenue, Net:

The Organization recognizes patient services revenue associated with services provided 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, net of provision for bad debts and contractual allowances and discounts, consists of the following:

	2016			2015	
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	\$ 1,881,339	\$ (721,905)	\$ -	\$ 1,159,434	\$ 676,037
Medicare	581,152	(334,815)	-	246,337	145,904
Third-party	915,313	(486,832)	-	428,481	121,007
Sliding fee/free care	188,069	-	(130,794)	57,275	13,929
Self-pay	215,915	-	(75,503)	140,412	123,384
Subtotal	3,781,788	(1,543,552)	(206,297)	2,031,939	1,080,261
Provision for bad debts				(295,664)	(187,064)
Total				\$ <u>1,736,275</u>	\$ <u>893,197</u>

**26. Rent Expense:**

The Organization has multiple grants requiring the payment of rents on behalf of the consumer. Rent expense totaling approximately \$5.0m 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.

**27. 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.

**28. Subsequent Events:**

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2016 through November 2, 2016, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

On August 17, 2016, the Organization entered into a revolving line of credit agreement. Under this agreement, \$500,000 is available to the Organization to provide for working capital requirements through February 18, 2017.

**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 Task Force)

David Aponovich - (6/19)

[REDACTED]  
(2nd term +)

**Asst. Treasurer**  
- (Chair, Finance Committee)  
- (Facilities Committee)  
- (Executive Committee)

[REDACTED]

John Elsten - (6-18)

[REDACTED]  
(1st term)

- (RDP Committee)

[REDACTED]

Jack Balcom - (6/18)

[REDACTED]  
(1st term)

- (Facilities Committee)

[REDACTED]

Nathan Goodwin - (6-19)

[REDACTED]  
(2nd term)

- (Governance Committee)  
- (RDP Committee)

[REDACTED]

Vincent Chamberlain - (6/18)

[REDACTED]  
(2nd term)

[REDACTED]

Joel Jaffe - (6-17)

[REDACTED]  
(1st term)

**Asst. Secretary**  
- (Executive Committee)

[REDACTED]

Kathy Costa - (6/18)

[REDACTED]  
(1st term)

**Secretary**  
- (Finance Committee)

[REDACTED]

Lynn King - (6-19)

[REDACTED]  
(2nd term)

**Chair of the Board**  
- (Chair, RDP Committee)

[REDACTED]

Dr. Vijay Dav'e - (6/18)

[REDACTED]  
(1st term)

- (HCC Oversight Committee)

[REDACTED]

Ed McDonough - (6/19)

[REDACTED]  
(1st term)

[REDACTED]

Laurie Des Rochers - (6-18)

[REDACTED]  
(2nd term)

- (Facilities Committee)

[REDACTED]

Naomi Moody - (6/19)

[REDACTED]  
(2nd term)

- (Ade Moody Fund Annual Fundraising Campaign)

[REDACTED]

Phil Duhaime - (6-17)

[REDACTED]  
(1st term)

- (Governance Committee)  
- (Executive Committee)

[REDACTED]

Rick Plante - (6/17)

[REDACTED]  
(1st term)

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

[REDACTED]

**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 Task Force)

Phil Richard - (6/17)

- (Facilities Committee)  
- (Chair, Governance Committee)

[REDACTED]  
(1st term)

[REDACTED]

Dan Sallet - (6/17)

**Treasurer**  
- (Finance Committee)

[REDACTED]  
(2nd term)

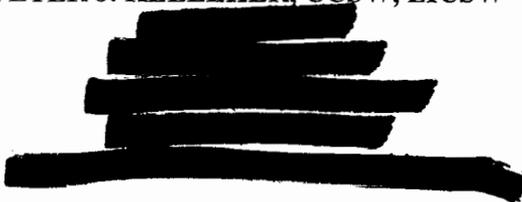
[REDACTED]

Trent Smith - (6/18)

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

[REDACTED]  
(1st term)

[REDACTED]



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**PROFESSIONAL EXPERIENCE**

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

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

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

**1995-Present** President & CEO, Milford Regional Counseling Services, Inc., Milford, NH

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

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

Currently employed as chief executive officer of six nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 80 programs comprising a \$22,000,000 operating budget; proposal development resulting in more than \$15,000,000 in grants annually; oversight of 350+ management and direct care professionals.

**2003-2006** Consultant

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

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

Successful sales and property management specialist.

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

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

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

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

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

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

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

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

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

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

## **EDUCATIONAL EXPERIENCE**

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

## **LICENSES AND CERTIFICATIONS**

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

## **PLACEMENTS**

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

## **FIELD SUPERVISION**

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

## **AWARDS**

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

## **MEMBERSHIPS**

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

Patricia A. Robitaille, CPA

## PROFILE

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

## PROFESSIONAL EXPERIENCE

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June 2009 – Present      *Vice President of Finance*      Harbor Homes, Inc.

- Responsible for the finances of 9 related non-profit entities with revenues in excess \$22M
- Directly responsible for budgeting, planning, cash management, grants and contracts falling under the business/accounting office
- Reviews and analyzes the monthly, quarterly and annual financial reports
- Analyzes results of cash flows, budget expenditures and grant restrictions
- Assists the President/CEO with financial planning and capital projects
- Responsible for the annual financial and retirement audits of all related entities
- Reviews Federal 990 tax returns and state returns
- Set up web based electronic timesheets
- Implemented the conversion and installation of accounting and HR software
- Prepares and reviews 941 quarterly returns, state unemployment returns
- Oversees worker's compensation renewals, audit preparations, safety controls
- Responsible for coordinating, financing of two \$6M capital construction

Jan. 2007 – Oct. 2008      *Audit Manager*      Ernst Young LLP, Manchester, NH

- Managed audits of private corporations with revenues up to \$200 million
- Assisted as manager of audits for public corporations with revenues up to \$400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jun. 1997 – Jan. 2007      *Audit Supervisor*      Melanson Heath & Company, P.C., Nashua, NH

- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting

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

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

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

## **EDUCATION**

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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, Sage Non-profit Accounting software, Sage MAS 90 accounting software.

### Relevant Skills

Federal Grants Management  
Economic Development  
Program/Project Management  
Program Budgeting  
Community Relations

Risk Management  
Federal Contracting  
Planning  
Non-Profit Administration  
Staff Supervision

Grant Peer Reviewer  
Federal Procurement  
Development Direction  
Microsoft Proficient  
Housing Specialist

### Experience

**October 2010 – Present: Consultant/Peer Reviewer. Slattery Consultation Services. 27 Merrimack St, Hudson, New Hampshire 03051.**

- Consultation services for a variety of Federal agencies providing peer and grant reviews of applications responding to Notices of Funding Available (NOFA) including:
  1. US Department of Housing and Urban Development – Choice Neighborhoods Program.
  2. US Department of Education – Office of Innovation and Improvement.
  3. US Department of Health and Human Services – Administration of Children and Families/HRSA.
  4. US Department of Justice – Federal and State Programs.
  5. Corporation for National and Community Services – AmeriCorps State and Federal Programs.
  6. Substance Abuse and Mental Health Services Administration (SAMHSA) – CABHI Programs.

**October 2009 – Present: Director, Residential Services Harbor Homes Inc. 45 High Street, Nashua, New Hampshire 03060**

- Senior administrator providing management and monitoring services for all housing programs across numerous non-profit organizations through the Partnership for Successful Living in Nashua, NH. Duties include auditing for indicators of success, evidence of sustainability and outcome measures as well as compliance with all Federal requirements. Programs include; HUD 202 and HAP Projects, Mainstream Housing Vouchers, Veteran's Administration Supported Housing (VASH), Housing Investment Partnership (HOME), Tax Credits (Historical, EDI, LIHTC), Community Development Block Grants (CDBG) and other funding mechanisms.
- Project manager for multiple projects including new Federally Qualified Health Center (FQHC) and substance abuse facility in Nashua, NH as well as Veteran's housing projects in Nashua, Manchester, Dover, Antrim, Salem and Claremont New Hampshire. Current management of Federally Qualified Healthcare Facility expansion utilizing Health Resources Services Administration (HRSA) funding located in Nashua, NH.
- Recent successful implementation of a \$2.09 million dollar grant from the US Department of Housing and Urban Development (HUD) to purchase and rehabilitate foreclosed and abandoned properties in Nashua, New Hampshire for service enriched housing programs through the Neighborhood Stabilization Program. (NSP)
- Conduct due diligence for proposed property acquisition including cost estimation, bidding process and adherence to Federal regulations. Provide agency monitoring of projects for Federal regulatory requirements including environmental reviews, Davis Bacon wage determination, hazardous material mitigation including asbestos, lead paint and other potential hazards.

**July 2007 – Present: Consultant/Trainer, NeighborWorks America, 1325 G Street NW. Suite 800, Washington D.C. 20005-3100**

- Agency training consultant working with Participating Jurisdictions, (PJ's) other non-profit community development corporations and community based organizations on Community Development Block Grant, (CDBG) Housing Investment Partnership, (HOME) Economic Development Initiative (EDI) and Community Economic Development topics in an educational setting.
- Primary areas of consulting include non-profit management and operations, organizational development and oversight, community development programs and projects, community development lending and small business development.

**May 2006 – October 2009: Manager, Urban Programs Department, Community Development Division, City of Nashua, New Hampshire, 229 Main Street, Nashua, NH 03061.**

- Administrator of Federal grants programs for a participating jurisdiction (PJ) including Federal Transportation Administration (FTA), US Department of Housing and Urban Development (HUD) including Community Development Block Grants (CDBG), Housing Investment Partnership, (HOME) Economic Development Initiative (EDI) and Lead Hazard Control Grant funding totaling over \$10 million dollars.
- Supervised a staff fourteen (14) professionals competently administering Federal appropriations including Environmental Review Records (ERR), Federal Wage Rate requirements (Davis Bacon), grants administration, AmeriCorps VISTA, monitoring of subrecipients, annual Federal reporting and auditing requirements.

- Liaison to the City of Nashua Board of Alderman, Mayor and Division Directors, Federal Transportation Administration staff and HUD personnel. City representative on the Mayor's task force for affordable housing, liaison to the Latino community including facilitator for the Governor's Council on Latino affairs for Nashua. Member of the US Department of Justice SPIRIT Initiative for Community Dialogue addressing issues of diversity in Nashua. Member of the Ethnic Awareness Committee, Neighborhood Crime Watch, Hispanic Network, Nashua Livable Walkable Communities and Team Leader for NeighborWorks Community Leadership Initiative.

**November 2002 – April 2006: Executive Director, Derry Housing and Redevelopment Authority, 12 Peabody Road, Derry, New Hampshire 03038.**

- Executive Director of a US Department of Housing and Urban Development (HUD) Public Housing Authority directing a housing choice voucher (Section 8) program, elderly housing and assisted living programs assisting over 100 families with safe, decent and affordable housing in the Derry, New Hampshire community.
- Oversaw a consistently "high performing" public housing authority with 100% lease-up rates, fair housing, safe developments and fiscally sound organization.
- Perfect scoring on Section 8 Management Assessment profile (SEMAP) from the Federal Government.
- Liaison to the Board of Commissioners, Town Government, State Housing Finance Authority and US Department of Housing and Urban Development (HUD).

**February 2000 – October 2002: Housing Program Director, Nashua Soup Kitchen and Shelter, 42 Chestnut Street, Nashua, New Hampshire.**

- Director of agency individual and family homeless shelters and transitional housing programs that provided housing, shelter and case management services to over 50 individuals and families on a nightly basis.
- Oversaw a staff of twenty (20) full-time, part-time and Per Diem professionals operating five (5) facilities.
- Liaison to City of Nashua officials, State of New Hampshire Division of Housing and Homeless Services providing statistical reporting, support and information to state representatives.
- Agency representative on the City of Nashua Continuum of Care, GAPS Analysis and annual homeless count, volunteer at agency fund raising events, representative on the Governors Emergency Winter Task Force on homelessness and Executive Committee member on the State of New Hampshire Coalition to End Homelessness.

**June 1990 – April 2006: Program Manager, Resident Coordinator and Consultant, Harbor Homes Inc. 45 High Street, Nashua, New Hampshire, 03060.**

- Former Program Manager overseeing a Permanent Housing and Supportive Housing Programs that provided housing and support services to over sixty (60) individuals and families suffering from long-term severe and persistent mental illness and homelessness.
- Supervisor of a staff of ten (10) professionals providing one-on-one counseling and support services to the above described populations through focused interventions based on individual treatment plans.
- Agency representative on the City of Nashua's Continuum of Care. Agency Employment Assistance Program providing support for person in the work place through vocational rehabilitation models for behavior.
- Resident Coordinator on the overnight shift providing support and intervention services to mentally ill populations in their community-based living environments.
- Consultant on Housing Development programs for New Hampshire agencies providing housing and support services to persons suffering from HIV and Aids through the US Department of Housing and Urban Development (HUD) "Housing Opportunities for Persons With Aids" (HOPWA) and Emergency Support Grants (ESG)

**Education**

- Master of Science Degree with honors (MS) Community Economic Development, Southern New Hampshire University, Manchester, New Hampshire.
- Bachelor of Science Degree (BS), Social Sciences, Plymouth State College, Plymouth, New Hampshire.

**Training/Certifications/Affiliations**

- Certified HOME Program Specialist, Regulations/Administration – HUD
- Certified Assisted Housing Manager – Quadel Corporation/National Leased Housing Association
- Certified Public Housing Occupancy Specialist – Nan McKay and Associates Inc.
- Facilitator – United States Department of Justice Community Dialogues Initiative
- NeighborWorks Inc. Community Leadership Institute, Resident Team Coordinator
- 1998 "Case Manager of the Year", National Alliance for the Mentally Ill – New Hampshire (NAMI-NH)
- Member, Ethnic Awareness Committee- City of Nashua, New Hampshire

**References**

Available upon request

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# Brian Boyer

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## OBJECTIVE

*Actively seeking a Program Director position utilizing experience and skills in delivering excellent work ethic and leadership, optimizing growth and management efficiency.*

Highly motivated and dedicated individual, with dynamic leadership, training and program management career, delivering quality based growth and management procedures. Consistently achieving strong record of outperforming budget quotas, developing new business, and strengthening community relationships, with advanced knowledge of relationships, and energized by new challenges. Expert training, presentation, negotiation, and communication skills, with keen abilities in planning, goal setting, strategy implementation, and follow-up.

*Expert Program Management ▫ Association Development ▫ High-Impact Marketing  
▫ Training Liaison ▫ Community Involvement ▫ Risk Management*

## QUALIFICATIONS

- Well-rounded and diligent job executer; focus and energetic, able to establish rapport with, and elicit loyalty from, superiors, colleagues, and subordinates
- Extensive experience in the human Services industry, community outreach and business development.
- Proven success in initiating, promoting, and maintaining strong interpersonal relations with the ability to transact in courteous, professional, and tactful manner; thrive in both independent and group work environments
- Detail-oriented, efficient, and organized professional, with extensive experience in management in highly stressful and fast-paced environments, with emerging and multiple responsibilities
- Experienced trainer in the areas of effective communication, relationship building, team building, child development, child abuse prevention, and behavior management strategies
- Certified instructor in conflict resolution, crisis intervention, effective coaching, and American Red Cross First Aid/CPR.

## PROFESSIONAL EXPERIENCE

Harbor Homes Inc, ■ NASHUA, NH  
PROGRAM MANAGER

Aug 2007-Present

- Responsible for supervising therapeutic behavioral service providers and over seeing permanent housing program.
- Coordinate all apartment inspections to insure Hud compliance and safety of consumers.
- Monitors implementation of all service plans and services for consumers.
- Manage facility and all related budgetary concerns.

YMCA of Greater Nashua ■ NASHUA, NH  
SENIOR COMMUNITY OUTREACH DIRECTOR

Oct 2000-Aug 2007

- Primary responsibility to increase membership and program participation through increasing Business relationships, and community collaborations including the development of new and increasing existing financial support
- Under the management of the Associate Executive Director, responsible for developing, supporting and managing over 100 staff in all areas of programming
- Scheduled, coordinated, monitored and assessed all association trainings.

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# Brian Boyer

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- Created, marketed, budgeted, and evaluated new and existing programs and development initiatives
- Generated a new department with \$150,000 annual income and assisted other departments by tripling the registrations of targeted membership in the first two years
- Defined needs of the community through extensive networking and collaborating with community leaders including government agencies, non-profits, community groups, and task forces
- Produced hundreds of business and personal relationships in the community resulting to an affluent balance of the budget
- Exceeded goals in the area of fund raising, and served as a leader for the Nashua YMCA in grant writing and development and strategic planning

Community Council of Nashua, N. H., Inc. ■ NASHUA, NH  
FACILITATOR / SENIOR CASE MANAGER / TRAINER

Oct 1995-Present

- Work as part-time educator, trainer, and facilitator providing effective approach to working with youth and families.
- Provided training to staff and community members in the areas of conflict resolution, effective communication, and effective program development strategies
- Served on community task forces and collaborated with community businesses and agencies to create more comprehensive community programs
- Provide intensive Case Management and Mental Illness Management and support to children and their families
- Served on the quality assurance and risk management teams
- Coordinated with other members of the Intensive Community-Based Support Systems Team, therapists, psychiatrists, families, and community members regarding problem solving, designing treatment plans, and mental illness management

Nashua Youth Council, Inc. ■ NASHUA, NH  
YOUTH ATTENDER PROGRAM COUNSELOR

Mar 1996-Nov 1996

- Functioned as a Counselor in an area program for runaway youths designed to reunite clients with parents
- Created rapport with clients to evaluate needs; provided support to senior counselors
- Presented suitable referrals in attempt to eliminate need for court intervention and minimize recidivism
- Accomplished and finished required paper work for program coordinator

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## EDUCATION

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**Master's Level Coursework in Family Counseling**

Rivier College, Nashua, NH: 2000

**Bachelor of Arts in Sociology**

University of New Hampshire, Durham, NH: 1994

# Ashley G. Spencer

**OBJECTIVE:** To obtain a position as a case manager or counselor for the Harbor Homes Inc.

**EDUCATION:**

<b>Bachelor of Art's Degree in Sociology</b>	Earned in May 2008
Keene State College, Keene	GPA: 3.0
<b>Master's Degree in Community Health &amp; Mental Counseling</b>	anticipated graduation: May 2012
Southern NH University, Manchester	

**WORK EXPERIENCE:**

- **Adolescent Advisor and Trainer** 1/04-4/05  
 After Care Program (DCYF) Concord, NH  
*Responsibility included-* Advising and providing suggestions to social workers about youth based on experience in care
- **Receptionist/ Consultant,** 8/05-8/06  
 Aspire and ODS Services, Keene, NH  
*Includes-* Supporting students with career choices
- **Residential Assistant,** 8/06-5/08  
 Residential Life, Keene, NH  
*Responsibilities include-* Enforcing regulations of KSC Policy, event planning, social events and publicity
- **Intern** 4/09-7/09  
 Keystone Hall, Nashua NH  
*Responsibilities include-* Noting client bed checks, attending groups, Filing & managing client files, telephone screening, retrieving/ Sending faxes, attending team meetings and other tasks

**ADDITIONAL EXPERIENCE:**

- **Vice President, Publicity Coordinator & General Assistant** 9/04-5/08  
 Multi-Cultural Common Ground Club and Diversity Organization, Keene, NH  
*Includes-* Promoting the clubs events with flyers/posters, planning events and assisting President with various administrative tasks

**LEADERSHIP AWARDS & CERTIFICATES:**

2005 Publicity Coordinator Award received in 2005 from the Multi-Cultural Club

2006 Award for the Job Title and Certification of a Residential Assistant

2008 Award for graduating from the After Care System on behalf of the State, NH

2009 Certificate of participation in Workshop on "Panic Disorder" Harbor Homes Inc.

**COMPUTER SKILLS:**

Familiarization with the following software: Microsoft Word, Microsoft Excel, Microsoft Publisher and Power Point

## CONTRACTOR NAME

### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$188,279	2%	\$3,765
Patricia Robitaille	VP of Finance	\$130,000	5%	\$6,500
Scott Slattery	Housing Director	\$75,000	10%	\$7,500
Brian Boyer	Program Manager	\$57,500	100%	\$57,500
Ashley Spencer	Assistant Program Manager	\$46,800	100%	\$46,800